



## General Terms and Conditions

### A. Definitions

In this document, the following Capitalised terms shall mean:

1. **'All Inclusive'** means a special package offered by the Company wherein for the payment of a supplement over and above the Half-Board Rate, Clients are entitled to the overnight accommodation, breakfast, lunch, and dinner, as well as free drinks and snacks from certain Facilities and at certain times in accordance with the All Inclusive Special Terms and Conditions.
2. **'Arrival'** means the date on which the Facilities are to commence being provided by the Company to the Client in accordance with the conditions of the Booking.
3. **'Booking'** means the reservation by the Client of the Facilities for a defined period, whether by physical or electronic means, and whether effected directly with the Company or through any third party travel agency or on-line web service.
4. **'Bed only'** means the overnight accommodation only.
5. **'Bed and Breakfast'** means the overnight accommodation and includes the breakfast only.
6. **'Client'** means the person for whom the Company has agreed to provide the Services in accordance with these Terms, and this irrespective of whether the Booking is effected directly with the Company or through a third party travel agency or on-line web service.
7. **'Company'** means Mallard Company Ltd., bearing company registration number C4758, and whose registered office is at Qawra Palace Hotel, Qawra Coast Road, Saint Paul's Bay, Malta.
8. **'Contractual Agreement'** means the contractual agreement between the Company and the Client for the provision of the Service, including these Terms as appropriate.
9. **'Departure'** means the date on which the Client is to vacate the Room and no longer have access to the Facilities in accordance with the conditions of the Booking

10. **Deposit** means the payment of that amount as specified by the Company to give definitive effect to the Booking.
11. **Facilities** means the Room assigned for the use of the Client throughout the duration of the period of stay at the Hotel, any furnishings and/or equipment therein contained, and any other facility within the Hotel intended for the use of the Hotel's guests, including the internal and external pool areas.
12. **Full Board** means the overnight accommodation, and includes the breakfast, lunch, and dinner.
13. **Half Board** means the overnight accommodation, and includes the breakfast and dinner.
14. **Hotel** means the Qawra Palace Hotel, of Qawra Coast Road, Saint Paul's Bay, Malta.
15. **Level of Service** means the type of service required by the Client, whether Bed only, Bed and Breakfast, Half-Board, Full-Board, or All Inclusive.
16. **Rates** mean the applicable charges as published by the Hotel and in force from time to time.
17. **Room** means the Hotel Room made available to the Client for his accommodation.
18. **Service** means the provision of accommodation, and/or supply of food and beverages and any other services by the Hotel to the Client.
19. **Specific Terms and Conditions** means any other Terms and Conditions specifically issued and in force with respect of any service offered and/or provided to the Client.
20. **Terms** means these terms and conditions.
21. **User** means any person, other than the Client, making use of the Service, whether with the knowledge and consent of the Client or not.
22. **Website** means the website found at the URL link [www.qawrapalacemalta.com](http://www.qawrapalacemalta.com)

## **B. General Rules of Interpretation**

1. A reference to a gender, applies to all genders.
2. The singular tense shall include the plural and vice-versa.
3. Headings to clauses are for convenience only and shall not affect the interpretation of the Contractual Agreement.
4. References to statutes and other laws, include references to any subsequent amendments which from time to time may be effected thereto.

5. A reference to a party includes a reference to his successors in title and permitted assigns.
6. The expression “including” means “including but not limited to.”
7. The expression “person” includes a company, partnership, joint venture, association, corporation or other body corporate and a Government Agency;

### **C. Contractual Agreement and Amendments**

1. These Terms, together with the Booking, the Rates as applicable from time to time, and any applicable Specific Terms and Conditions contain the entire Contractual Agreement between the Company and the Client and/or User regarding the provision of the Service, and supersedes all previous communications, representations, understandings or agreements between them with respect thereto.
2. By effecting a Booking and/or becoming a Client to the Service and/or accessing and/or using the Service, the Client and/or User acknowledges that he is aware of these Terms and has read and agrees to be bound by and adhere to them.
3. In the event of any contradiction or inconsistency between any of the above mentioned documents, unless the contrary is expressly stated, the order of precedence shall be as follows: (1) the Specific Terms and Conditions; (2) these Terms; (3) the Rates; and (4) the Booking. The most recent Rates shall be applicable to the entire Contractual Agreement at any given time.
4. The Company reserves the right to amend all applicable terms and conditions, including these Terms, from time to time. The Company shall publish its Terms as currently in force on its Website. For the avoidance of any doubt, the applicable Terms with respect to any Contractual Agreement between the Company and the Client shall be those in force and effect at the time of the Client’s Arrival. Client’s checking in at the Hotel and/or use of the Service shall be deemed to be an irrevocable acceptance of the applicable Terms.
5. The description of the Service including these Terms as amended and in force from time to time, may be viewed on the Website.

### **D. Processing of the Booking**

1. Requests made to the Company relating to the provision of the Service are to be made by the submission by the Client of a Booking.
2. The Company reserves the right to provide for, allow, and/or facilitate on-line Booking, in which event special terms and conditions may apply. It shall at all times remain Clients sole responsibility to properly read through and familiarise themselves with the applicable on-line web services terms and conditions prior to effecting any Booking.
3. In the Booking, the Client shall specify the Level of Service required, the number of Rooms required, as well as the number of persons per Room, and the specific dates of Arrival and Departure.

4. The Company reserves the right to request the Client to produce such evidence, as the Company may consider necessary, in support of the Booking.
5. If the information given in the Booking proves to be incomplete or incorrect, the Company reserves the right not to provide the Service.
6. The Client shall immediately inform the Company in writing of any material changes to the details which have been supplied to the Company in the Booking.
7. The Company reserves the right to refuse to process a Booking and/or to provide the Service if:
  - i.the Client is not creditworthy; or
  - ii.the Client has not fully paid for any other services provided by the Company; or
  - iii.in the past, the Company had to terminate the Client's services due to any fault on the part of the Client, including for non-proper behaviour, and/or the non-payment of dues; or
  - iv.If for any reason, the Company is unable to provide the Service.
8. The Client acknowledges and agrees that any Booking effected through third parties, including any travel agent and/or on-line web service, is governed by special terms and conditions. It shall at all times remain Clients sole responsibility to properly read through and familiarise themselves with the applicable travel agencies and/or on-line web services terms and conditions prior to effecting any Booking.

#### **E. Period of the Contractual Agreement**

1. Without prejudice to Clause D.7 above, and subject to applicable Terms intended to survive the expiry or earlier termination of the Contractual Agreement, the Contractual Agreement shall commence on the day of Client's Booking and shall continue in force until the departure of the Client from the Hotel, unless or until it is terminated earlier in accordance with the applicable Terms.
2. In the event that the Company exercises its right of refusal in accordance with Clause D.7 above, then the Company shall notify the Client and the Contractual Agreement will be deemed never to have come into effect as if the Booking would have never been submitted. In the event that any deposit would have been pre-paid by the Client to the Company, the Company binds itself to pay back said deposit within thirty (30) days from date of notification.

#### **F. CHECK-IN and CHECK-OUT**

1. Check-in time shall be 14:00 hours or later.
2. Check out time shall be 11:00 hours at the latest.
3. In the event of any early arrival before the check-in time, the Rooms must be booked from the previous night to guarantee immediate check-in upon Arrival.

4. Late check-out is subject to availability.
5. The full amount due for the entire period booked will be charged should the Client depart ahead of the booked date of Departure.

#### **G. CANCELLATIONS, CHANGES AND NO-SHOWS**

1. Deposits paid are non-refundable if a Booking is cancelled. In the event of cancellation, the Company may, however, allow the Client to utilise the deposit amount paid to effect a future Booking, which future Booking however, must be effected and utilised within a maximum period of twenty four (24) months following date of cancellation. For the avoidance of any doubt, this facility shall only be considered with respect to Clients effecting a Booking directly with the Company by calling and/or writing to the Company's reservations department, and shall not extend to Bookings effected through travel agencies and/or on-line web services irrespective of whether said travel agencies and/or on-line web services are operated by third parties or otherwise.
2. Clients booking through travel agencies and/or on-line web services acknowledge that the Company has no control on, and accepts no liability in connection with, the application by said travel agencies and/or on-line web services of any fees and/or cancellation charges. It shall at all times remain Clients sole responsibility to properly read through and familiarise themselves with the applicable travel agencies and/or on-line web services terms and conditions prior to effecting any Booking.
3. A request for a change of Room, additional Rooms, and/or an extension of stay will only be considered by the Company subject to (i) availability and (ii) the full and proper observance of all applicable Terms by the Client.
4. In the event of a no-show by the Client, the Company shall charge the Client for the full amount due for the Booking period.

#### **H. CHILDREN POLICY**

1. Children twelve (12) years of age or under benefit from special reduced rates.
2. The Client acknowledges and agrees that Children older than twelve (12) are charged the standard adult rates for all Services, including accommodation and restaurant services.

#### **I. Payment**

1. The Client shall be bound to pay for the Service upon Arrival.
2. Without prejudice to Clauses D.7 and I.1 above, at the time of Booking the Client shall pay the Company a non-refundable deposit amounting to thirty per cent (30%) of the full amount due for the accommodation booked by credit card or bank transfer. The Company shall not process any Hotel reservation inquiry unless the corresponding payment is received. This notwithstanding, it is hereby acknowledged and agreed that in the event of a Booking effected through a third party travel agency and/or on-line web service special terms and conditions regulating the payment may apply.

3. Once a Booking is processed, a provisional reservation is entered into the Hotel's system and a confirmation e-mail, fax or letter, will be sent by the Company to the Client containing all relevant details concerning the reservation. All Bookings and provisional reservations are conditional on the Client supplying the Company with a valid credit card details.
4. The Client's credit card number shall be retained by the Company as a guarantee of payment, and the Client is hereby authorising the Company to debit his credit card with any and all amounts due. In particular, Client is hereby consenting that in the event of a no-show, the Company shall charge his credit card for the amounts due in terms of Clause G.4 above.
5. In the event that the Company allows for bank transfer payment, all bank charges are to be paid or borne by the Client.
6. All incidentals are to be paid upon check-out at the latest.
7. In the event that payments by cheques, debit or credit cards, and/or any internet based payment mechanisms, inter alia including online banking transactions, paypal or such similar system, are allowed as a method of payment, the Company reserves the right to levy a processing charge.
8. If any cheques, credit cards, direct debit mandates, standing orders and/or any internet based payment mechanisms are returned for insufficient funds or for any other reason, the Company reserves the right to levy a penalty charge.
9. The Client acknowledges and agrees that prompt payment is of the essence. In the event that the Client defaults in effecting payment through an accepted method of payment within the period allowed for payment, the Client acknowledges that the Company may:
  - i. terminate the Service;
  - ii. levy a late payment fee as specified in the Rates; and/or
  - iii. levy late payment interests at the maximum rate allowed by law.
10. Client hereby irrevocably constitutes himself as the certain, liquid, and true debtor in favour of the Company, which accept, for any and all balances remaining unpaid for the Service and/or any fees, charges, penalties and interests due.
11. All rates, charges, fees and penalties applicable to the Service are listed in the Schedule of Charges as in force from time to time. Unless otherwise stated, all such amounts are indicated inclusive of all applicable taxes imposed or levied.
12. The Company reserves the right to carry out a credit check on the Client at any time. In default of payment of any amount due to the Company, the Company shall be entitled to give the Client's details to one or more credit reference agencies, their members and any third party to whom the Company is obliged or authorized to transfer such credit-related data by virtue of the Contractual Agreement or under any law.

## **J. Client's Obligations**

1. The Client shall be responsible to ensure his, and all accompanying guests, proper behaviour within the Hotel at all times.
2. The Client shall be responsible to ensure his, and all accompanying guests, proper use of the Facilities at all times.
3. The Client shall assume full responsibility in connection with any use of the Facilities and/or Service by any accompanying guest, irrespective of whether such accompanying guest used the Facilities and/or Service with the Client's knowledge and consent or not.
4. The Client's failure to abide by the conditions laid down in the Contractual Agreement, will entitle the Company to terminate the Contractual Agreement and this without prejudice to its rights at law or in terms of the Contractual Agreement.
5. In the event that any expenses and/or damages of whatever nature are incurred by the Company and/or any other third party, due to Client's fault and/or non observance of the conditions laid down in the Contractual Agreement, Client shall assume full responsibility in connection therewith and shall fully indemnify and hold the Company harmless from any such claim.
6. In the event that the Hotel offers an in-room television service, the Client acknowledges and agrees that not all content may be suitable for all viewers, and Users of the Service may have access to content that may be explicit, obscene, offensive or otherwise unsuitable or objectionable, especially for vulnerable persons including minor children. The Client further understands and agrees that it is his sole responsibility to impose and ensure any appropriate viewing restrictions to limit viewing and access to potentially objectionable content, and the Client agrees to supervise usage of the in-room television service.
7. In the event that the Hotel offers an internet connectivity service, whether in-room or otherwise, the Client acknowledges and agrees that not all internet content may be suitable for all viewers, and Users of the Service may have access to content that may be explicit, obscene, offensive or otherwise unsuitable or objectionable, especially for vulnerable persons including minor children. The Client further understands and agrees that it is his sole responsibility to impose and ensure any appropriate viewing restrictions to limit viewing and access to potentially objectionable content, and the Client agrees to supervise usage of the internet.
8. The Client acknowledges and agrees that any property provided by the Company shall at all times remain the Company's exclusive property, and hereby warrants to take maximum care thereof.

## **K. Facilities**

1. The Client acknowledges that the use of some of the Hotel's facilities may be at a charge. The Client warrants and binds himself to verify with the appropriate Hotel staff with respect to any such charges prior to making use of any of the Hotel's facilities.

2. The Client acknowledges that certain Hotel areas and Facilities may impose a degree of danger. In particular, the Client acknowledges that the in-door and outdoor pool areas may be slippery. The Client hereby binds himself to ensure that he takes all due care and attention required to avoid any injury to himself, accompanying guests including minor children, and to third parties.

3. At all times, the Client binds himself to ensure the proper behaviour of all accompanying guests, including minor children. In particular, the Client must ensure that no noise or nuisance is caused to other Hotel guests.

4. The client acknowledges that unless otherwise indicated, smoking in the Hotel is strictly prohibited.

5. The Client acknowledges that in the public areas and some staff areas CCTV may be in operation and video recordings made. The Company warrants that any such activity is carried out for security and service reasons for the better management of the Hotel and security to its guests.

#### **L. Proper Use**

1. The Client acknowledges that the Service may only be used for lawful purposes. Without prejudice to the generality of the foregoing, the Client agrees that:

a. he shall not use, and shall not authorise, permit or tolerate any User to use the Service in any way that is in violation of any law, regulation, guideline, decision or directive in force in Malta;

b. he shall immediately notify the Company of any unauthorised or illegal use of the Service of which the Client becomes aware.

2. The Client warrants and binds himself to make good for any and all costs and expenses related to any damage caused to any Facilities and/or to any third parties, and/or any cost and expense brought about by any misuse of the Facilities, whether such misuse occurred with or without the Client's knowledge or consent.

#### **M. Valuable Items**

1. The Client shall at all times assume full responsibility for the Client's and/or accompanying guests personal belongings, including any finances (including paper money, coins, cheque books, cards, or stamps) and/or any valuable or precious or other belongings (including articles of clothing, jewellery, watches, computer or portable devices, mobile phones, electronic photographic or other filming equipment).

2. Without prejudice to Clause M1 above, the Company may provide safety deposit boxes within the Rooms. It remains the Client's sole responsibility to properly use such safety deposit boxes.

3. The Company accepts no, and the Client hereby acknowledges and fully exempts and holds the Company harmless from any, responsibility and/or liability for any loss of or damage howsoever caused to the Client's and/or accompanying guests belongings that may occur while in the Hotel or during the provisioning of any of its related Services

(including the laundry), which belongings and use thereof shall at all times remain at the exclusive risk of the Client.

4. It shall, at all times remain, the Client's exclusive responsibility to insure separately with a reliable insurer any personal belongings and/or precious or valuable articles brought by him in the Hotel for all risk covers, including for loss or damage howsoever caused.

## **N. Data Protection**

1. The Company takes privacy seriously and is committed to managing personal data transparently and fairly. The Client acknowledges and agrees that the Company will retain personal data in line with any applicable data retention obligations.

2. The Client agrees and consents that the Company may disclose any of the personal and other related data:

(i) between the Company and credit agencies. The Client acknowledges that such sharing of data may become necessary for the purpose of fraud prevention, debts and credit referencing and to protect the legitimate interest of the Company;

(ii) if required to do so by law or in the good faith belief that any such disclosure is reasonably necessary to comply with legal process, enforce the terms of the Agreement, respond to claims that any use of the Services violates the rights of third-parties, or otherwise to protect the rights, property or personal safety of the Company, its directors, employees, clients, guests, users and the general public.

3. The Client shall have the right to require upon due verification, access to his personal data as well as the right to rectify or, in appropriate circumstances, erase any inaccurate, incomplete or immaterial personal data processed by the Company.

4. The Client acknowledges and agrees that the Company may further process his personal data for marketing purposes, in such a way as to inform the Client about services, packages and offers provided by the Company or by selected third parties. Should the Client not wish the Company to process his data for marketing purposes, he may so inform the Company in writing upon Booking or at any later stage.

## **O. Assignment**

1. The Company shall be entitled to assign its rights and obligations emanating from the Contractual Agreement either in whole or in part.

2. The Client shall not be entitled to, and hereby undertakes not to assign, dispose of, or in any other way transfer his rights and obligations emanating from the Contractual Agreement, whether in whole or in part.

## **P. Force Majeure**

1. Without prejudice to any other provision contained in the Contractual Agreement excluding or limiting responsibility, the Company shall not be liable to the Client and/or User and/or accompanying guests for any loss or damage which may be suffered by the Client and/or User and/or accompanying guests due to any force majeure event, which

inter alia includes any failure on the Company's part to perform any obligation as a result of suspension or termination of any licence to operate or use the Service, act of god, inclement weather, flood, drought, lightning or fire, earthquakes and volcanic eruptions, failure or shortage of power supply, strikes, lockouts, labour disturbances and industrial disputes of any kind, government control, restrictions or prohibitions or any other government act or omission whether local or national, any act or omission of any regulatory or other public authorities or agencies, war, military operations and riots, act or default of any supplier, agent or subcontractor, or any other similar or dissimilar causes beyond the Company's reasonable control.

#### **Q. Limitation of Liability**

1. The Client and/or User acknowledge and agree that the Company shall not be liable for any loss or damage, whether direct or indirect, sustained by the Client and/or User or any otherwise affected third party.

2. The Client undertakes and binds himself to indemnify and hold the Company, its directors, officials, employees and agents harmless against any liability, loss or damage, whether direct or indirect, arising out of, or in connection with, the use of the Service, including but not limited to any claim for loss or damage made by any person whomsoever.

3. The Client and/or User shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against the Company arising from the above claims and shall provide the Company with immediate and prompt notice of any such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at his sole expense.

4. Without prejudice to the generality of the above clauses, the Company expressly excludes liability for any loss or damage arising from any fault of the Client including any negligent act or from any non-observance of these Terms on the part of the Client and/or accompanying guests, as well as for any consequential loss or damage, howsoever defined, inter alia including any loss of profits or earnings, business, revenue, goodwill, anticipated savings or otherwise.

5. The Client and/or User acknowledge and agree that the Company shall not be in any way held liable for or in any way guarantee the quality of service for any services provided by any third party, including any outside catering.

6. Without prejudice to anything contained in the Contractual Agreement the Company's maximum liability, if any, shall not exceed the total amount paid by the Client for the Service.

7. The Client acknowledges and agrees that any warranty by him given to the Company shall, to the fullest extent permitted by law, also extend to the Company's directors, officials, employees, and agents.

#### **R. Termination**

1. The Company may, without limitation to any other right or remedy at law, at any time terminate the Contractual Agreement by giving written notice thereof to the Client in the event that:

- i. the Client commits a breach of these Terms;
- ii. the Client is or becomes insolvent;
- iii. the Company is bound to comply with any order (provisional or otherwise), instruction, request, directive, or decision of the Government, any administrative authority, any court of law, administrative tribunal, regulatory body or any other competent entity, to cease to provide the Service, whether temporarily or otherwise;
- iv. any license necessary for the operation of the Service is suspended, revoked, terminated, or otherwise modified for any reason whether in whole or in part.

2. The Client hereby acknowledges and agrees that in the event that the Contractual Agreement is terminated by the Company in terms of Clause R.1(i) or Clause R.1(ii) above, the Client and any accompanying guests will be removed from the Hotel premises, without the Company incurring and/or assuming any liability and/or responsibility thereto. Moreover, the Company shall charge the Client for the full amount due for the entire Booking period, together with any other amounts due by the Client to the Company.

3. In the event that the Contractual Agreement is terminated by the Company in terms of Clause R.1(iii) or Clause R.1(iv) above, prior to Client's Arrival, then the Company shall return unto the Client any deposit paid in accordance with Clause E.2. above. If the Contractual Agreement is so terminated by the Company after Client's Arrival then the Company shall, to the extent possible, endeavour to find alternative comparable accommodation for the Client. In any such event, the Client shall remain bound to pay to the Company for all services received, including a pro-rata share of the accommodation charges for the actual duration of the stay at the Hotel.

## **S. Notices**

1. Should it become necessary for the Company to send unto the Client any notification in terms of the Contractual Agreement, the Company shall do so in accordance with applicable law by providing a written notification at the email address provided by the Client in the Booking or such other email or other address as the Client may have subsequently provided to the Company in writing for this purpose.

## **T. The Company's Commitment**

1. Subject to any Force Majeure limitations and/or exceptions, or to any herein contained or otherwise applicable condition or limitation on the Service, the Company will endeavour to comply with the generally accepted industry standards applicable for the Level of Service contracted by the Client and to adhere to all applicable legal and regulatory obligations in connection with the Service.

2. The Client acknowledges that there may be instances of overbooking in which event the Company shall ensure that an alternative comparable accommodation is found, in as much as possible in a nearby hotel, until a Room becomes available within the Hotel. The Company warrants that the provision of the alternative comparable accommodation shall be free of charge to the Client. The Client warrants that he shall accept said alternative comparable accommodation. The Client further acknowledges

and agrees that the provision of said free alternative comparable accommodation by the Company shall be Client's sole remedy and is effected by the Company in full and final settlement of any claim which the Client may have against the Company in connection with said overbooking. The Client hereby releases the Company from any claim and/or liability in connection with said overbooking.

3. Client acknowledges and agrees that the Company cannot accept any responsibility for any guarantees, commitments, and/or offers, of whatever type or form, related to the Service made elsewhere than in its own announcements, advertisement, or publications or for any promises, representations, waivers, indulgences or other purported variations of these or any other applicable terms and conditions unless confirmed in writing by the Company.

4. The Company shall strive to make Client's stay at the Hotel as pleasant an experience as possible. This notwithstanding, in the event that there are any suggestions and/or complaints, Client is invited to forward his suggestions and/or complaints to the Hotel reception staff or by sending an email at [info@gawrapalacemalta.com](mailto:info@gawrapalacemalta.com). The Client binds himself to raise any complaint at the earliest opportunity and in any event not later than the date of departure from the Hotel, in default of which the Clients acknowledges and agrees that the Company shall accept no, and be fully released from any, liability or claim in connection with said complaint. The Company shall endeavour to treat each suggestion and/or complaint with alacrity and to provide Client with feedback.

## **U. General Provisions**

1. In the event that any one or more of the provisions contained in the Contractual Agreement, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, but the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been set forth herein, and the Contractual Agreement shall be carried out as nearly as possible according to its original terms and intent.

2. Nothing in the Contractual Agreement shall operate to constitute any of the parties an agent, partner, employee or representative of the other.

3. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right or remedy to which it is entitled under or in connection with the Agreement, shall not constitute a waiver thereof, and any waiver of any default shall not constitute a waiver of any subsequent default. Any waiver to be valid shall be in writing.

4. Any and all obligations assumed by the Client by virtue of the Agreement shall be binding on said Client irrespective of whether use of the Service is by the Client directly or by any third party, whether so authorised or not by the Client and even if said use by third party is without the Client's knowledge or consent.

5. The Agreement shall be governed, construed and interpreted in accordance with the Laws of the Republic of Malta, and the parties submit to the exclusive jurisdiction of the courts in Malta.

6. These Terms have been drafted in the English language and the English text shall be regarded as the authoritative text. If these Terms and Conditions are translated into

any other language, any ambiguity or disagreement that may arise shall be resolved by reference to the English text.