

**December 17, 2024**

General Terms and Conditions of Sale for the “LA DOLCE VITA ORIENT EXPRESS” applicable to all individual bookings (less than 8 cabins) made from this date, until further notice.

**GENERAL TERMS AND CONDITIONS OF SALE**

**La Dolce Vita Orient Express**

O.E MANAGEMENT COMPANY is a *société par actions simplifiée* incorporated and existing under the laws of France and registered at the Registry of Commerce and Companies of Nanterre under registration number 981 136 450, whose registered office is at 82, rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux – France and EU VAT number is FR 40981136450 (**hereinafter “O.E Management Company”**).

O.E Management Company is registered in the 'ATOUT FRANCE' register of travel agents and other holiday operators under the number IM09224007. Its guarantor is GROUPAMA ASSURANCE-CREDIT & CAUTION, sis 3 Place Marcel Paul – 92000 Nanterre.

O.E Management Company publishes and operates the website: [www.orient-express.com/la-dolce-vita/](http://www.orient-express.com/la-dolce-vita/) (hereinafter the **Website**) (Contact: [contact@orient-express.com](mailto:contact@orient-express.com); Phone: (+33) 187212940). The Website allows, among the others, the booking and purchase of “La Dolce Vita Orient Express” Transports provided by ARSENALE EXPRESS pursuant to the General Conditions of Carriage, made available on the Website and that are the main contractual part of the Transport (as defined below).

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## 1. DEFINITIONS

**ARSENALE EXPRESS:** Arsenale Express S.p.A, the organiser and provider of the "La Dolce Vita Orient Express" Transports, the owner of the Train (as defined below) and, therefore, the subject in charge for the execution of the Transport (as defined below). A company organized under the laws of Italy, having its registered office at Via Giovanni Amendola No. 46, 00185 Rome, Italy, registered in the Register of Enterprises of Rome under number RM-1630029.

**Client(s):** the person(s) who make(s) the booking and stipulate(s) the Contract, and all the persons indicated in the reservation, who are assumed to have read the pre-contractual information and the terms of the Contract, including the General Conditions.

**Contract:** the contract and contractual relationship governed by the General Conditions.

**Contract of Carriage:** the contract and contractual relationship governed by the GCC.

**Contracts of the Transport:** the agreements for the Transport, including the information on the timing of the Transport (as defined below), the specific information of booking, the General Conditions and, if applicable, the Special Conditions and/or any further particular terms and conditions.

**General Conditions:** these General Conditions of Sale and the General Conditions of Carriage.

**GCC or General Conditions of Carriage:** general terms and conditions of carriage accessible via the following link: [General Terms and Conditions of Carriage | La Dolce Vita Orient Express. \(orient-express.com\)](https://www.orient-express.com/la-dolce-vita/).

**GCS or General Conditions of Sale:** these general terms and conditions of sale, that are intended to rule sole individual bookings (less than 8 cabins)

**Included Services:** means on-board services, including catering and accommodation services.

**O.E Management Company:** the vendor of the "La Dolce Vita Orient Express" Transports in the name and on behalf of ARSENALE EXPRESS and provider of the services of booking and customer care to the Client.

**Operators:** means owners and operators of the yachts, hotels, and hospitality trains operated under the Orient Express brands.

**Personal Data:** means any information allowing to identify directly or indirectly (with additional information) a natural person.

**Reservation Center:** booking and customer care service center for "La Dolce Vita Orient Express" Transports, the contact details of which are provided in Article 16.

**Special Conditions:** the conditions governing special offers of limited duration, which may be offered to the Client.

**Train:** the train « La Dolce Vita Orient Express ».

**Transport(s) or La Dolce Vita Transport(s):** the luxury on-rail transport which includes Included Services on board of the train "La Dolce Vita Orient Express".

**Website:** the website <https://www.orient-express.com/la-dolce-vita/>.

## 2. PREAMBLE

The purpose of these General Conditions of Sale is to define the terms and conditions under which the Client(s) book and purchase the Transport(s).

The Client states (i) to act for personal purposes that do not fall within the scope of their commercial, industrial, artisanal, liberal or agricultural activity and (ii) to have the full capacity to commit to all the legal acts under the General Conditions.

The signing of the Contracts of the Transport implies the Client's acceptance of the GCS (version in force at the time of booking). The GCC accessible via the following link: [General Terms and Conditions of Carriage | La Dolce Vita Orient Express. \(orient-express.com\)](https://www.orient-express.com/la-dolce-vita/) are the

main part of the Contracts of the Transport.

The Client is therefore requested to carefully read the General Conditions, prior acceptance of which is mandatory for the signing of the Contract. Clients are advised to save and print the General Conditions using the standard features of their browser and computer.

O.E Management company reserves the right to make changes to the information on the Website. O.E Management Company reserves the right to make changes to the General Conditions. In this case, the new version of the General Conditions shall be available on the Website with an indication of its date of entry into force. In any event, the Client shall only be bound by the version of the General Conditions in force on the booking date of the Transport.

These General Conditions of Sale do not apply to the services sold as part of a full train booking or sold to groups booking 8 or more cabins of the Train.

O.E Management Company may make special offers of limited duration subject to Special Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the latter shall prevail.

### **3. PRE-CONTRACTUAL INFORMATION**

The Client is aware that his/her contractual relationship regarding the Transport will arise directly with ARSENALE EXPRESS, with the consequences that, save for the obligations deriving from these GCS, O.E Management Company is not a contractual party to the Transport. In this framework and from an EU VAT standpoint, it is specified that O.E Management Company is acting as disclosed agent (i.e. "*intermédiaire transparent*" in French) for tax purposes, meaning that it is acting in the name and on behalf of ARSENALE EXPRESS towards the customers.

O.E Management Company will provide the booking and customer care service to the Client, regulated by the present GCS. The price of the above mentioned service is included in the price of the Transport, as an ancillary service of the main transport service.

The Client acknowledges that throughout the booking process, his/her sole point of contact is O.E Management Company and during the course of the Transport, his/her point of contact will be ARSENALE EXPRESS.

### **4. SERVICES**

#### **4.1 The Transport**

The Transport (as a global and unique transport service from a tax perspective) – provided by ARSENALE EXPRESS – includes the following services:

- (a) Rail transport service on board the Train between the destinations offered on the Website as indicated – with the relevant time of departure and price – in the information of booking that the Client shall receive by e-mail;
- (b) Accommodation on board the Train, as per Included Service described below;
- (c) Full food and beverages service as per Included Service described below with the exception of the *à la carte*/paid items;
- (d) For information only, the stopover cities of the Train.

The Included Services provided as a part of the rail passenger transport cannot be purchased separately from the main carriage service, regulated by the GCC, which constitutes the main service of the Transport. Therefore, the Included Services should not be considered as separate and independent services as they are strictly instrumental and ancillary to the transportation service sold to the Client. Due to the Transport being a train transport, the duration of the Transport depends on the cities of departure and destination and therefore cannot be changed by the Client, unless the Client chooses to interrupt the Transport during one of the Train's stopovers. In this case, in light of the nature of the Transport and the material organisational

commitments and costs that the Transport requires, the full price of the Transport shall be retained, without the possibility of the Client to obtain a refund for the part of the Transport missed.

Each Transport constitutes a unique and indivisible product, the content of which is detailed on the offers appearing on the Website. All Transports are subject to availability.

The Transport is understood to be “per cabin”. At the time of booking, the Client shall allocate the passengers to the relevant cabin(s). A Client who is registered individually on the Contract and/or on a cabin shall be accommodated in a cabin at a single occupancy rate.

The essential features, dates of availability, price, options offered and payment conditions applicable to the selected fare (warranty policies, cancellation conditions, check-in time, member fare conditions, etc.) are presented during the booking process as described in Articles below.

The Client may make a special request or express a particular need to O.E Management Company concerning their stay, at least thirty (30) days before departure. The request shall be dealt with on a case by case basis and shall be subject to confirmation of written acceptance of the request from O.E Management Company, based on its resources.

The Client is requested to inform O.E Management Company (at least 30 days prior to departure) of any special dietary requirements (other than food allergies referred to in Article 6), so that they can be taken into account as far as possible during the Transport. The Client is informed that notably due to the constraints of the Transport, it shall not always be possible to offer an alternative meal and under no circumstances shall ARSENALE EXPRESS and/or O.E. Management Company be held responsible for any consequences arising from failure to comply with special dietary requirements.

#### 4.2 Included Services

ARSENALE EXPRESS offers on-board catering services, seats and sleeping car services or sleeper cars.

The Transport ticket grants Clients the right to board the Train and to avail the Included Services, which comprise overnight accommodation and the provision of food and beverages on board the Train.

All terms and conditions applicable to Transport also apply to the Included Services.

To access the Included Services, Clients shall possess a valid Transport ticket and a valid identification document to be presented on board the Train.

Smoking is strictly prohibited in the cabins assigned to passengers for overnight stays, as well as in all other areas of the Train.

During the use of the Included Services, Clients agree not to disturb other passengers and to behave appropriately, in line with the standards of the Transport and the Train.

The food and beverage service included as part of the Included Services will be provided in designated areas of the Train, with varying arrangements depending on the selected itineraries and at scheduled times. Clients holding a Transport ticket may access the designated food and beverage areas of the Train for meals and other refreshments.

Luggage and bulky items are not permitted in the designated food and beverage areas of the Train.

#### 4.3 Specific and additional services

Any future service purchased during the Transport, which are not part of the price of the Transport, are governed by an independent contract, separate from any Transport sold for a lump sum price. These additional services are therefore not subject to the applicable regulatory provisions relating to the Transport. These could be a visit, a cultural or sporting activity, a medical or paramedical appointment or any other service that is not part of the Transport.

## 5. **BOOKING PROCESS**

The Client shall book the Transport using the booking services provided by O.E Management Company under the following conditions.

#### 5.1 On the Website

The booking process varies according to the Client's browsing and request. It consists of the following steps:

- Step 1: Select itineraries, number of cabins and passengers, dates and cabin type(s);
- Step 2: The results and selection of the Transport, including the city of departure and the city of destination, the dates and duration of the stay and the price;
- Step 3: Details and features of the Transport:  
\* cities of departure and destination;  
\* duration of the Transport;  
\* accommodation features, such as the cabin type and number of passengers;  
\* the proposed options;  
\* total price of the booking, inclusive of applicable taxes.
- Step 4: The summary of the Transport booking with:  
(i) a reminder of the main features (dates and duration of the stay, features of the Transport, amount inclusive of applicable taxes);  
and  
(ii) entering of the Client's contact information by filling in all the mandatory fields (indicated by an asterisk).
- Step 5: The finalisation of the booking of the Transport by the Client with:  
(i) entering the information on their means of payment, as provided in Article 11.3;  
(ii) the acceptance of the General Conditions before the Client confirms the booking.
- A booking is deemed to have been made as soon as the Client clicks, in the "*finalise your booking*" page, on the "*Pay*" button.
- Step 6: Subject to the confirmation of the payment of required sums as provided by Article 11, confirmation of the Transport booking by email which summaries all the booking's information, along with a PDF version of these GCS, and constitutes the signature of the Contract including the Contract of Carriage between the Client and ARSENALE EXPRESS.

#### 5.2 By phone

The booking process via phone consists of the following steps:

- Step 1: The Client must call the Reservation Center operated by O.E Management Company during the opening days and hours or request a call back. The phone number of the Reservation Center is: IT: +39281480333 / UK: +442030244949 / US: +1833 661 30 80 / FR: +33187212940
- Step 2: The Client indicates to O.E Management Company the criteria of the Transport: destination, dates and number of passengers; based on those criteria, O.E Management Company communicates to the Client the Transports which are available for booking and rates;
- Step 3: If the Client chooses to book a Transport, O.E Management Company will confirm to the Client the details and features of the Transport:  
\* cities of departure and destination;

- \* duration of the Transport;
- \* accommodation features, such as the cabin type and number of passengers;
- \* the proposed options;
- \* total price of the booking, inclusive of applicable taxes.

- Step 4: The Client communicates to O.E Management Company its contact information to finalize the booking, including the names of the passengers.
- Step 5: The Client must proceed to the payment as provided by Article 11. The Client may:
- (i) communicate their payment data by indicating to O.E Management Company directly the bank card number, as well as its expiry date and the visual cryptogram; or
  - (ii) request to receive a link via email to a dedicated online payment platform by finalisation of the booking of the Transport by the Client;
- Step 6: By proceeding to the payment, the Client confirms:
- (i) their booking of the Transport as detailed by O.E Management Company in Step 3;
  - (ii) its acceptance of the General Conditions.
- Step 7: Subject to the confirmation of the payment of required sums as provided by Article 11, confirmation of the Transport booking is sent by email to the Client which summarizes all the booking's information, along with a PDF version of these GCS, and constitutes the signature of the Contract including the Contract of Carriage between the Client and ARSENALE EXPRESS.

## **6. PEOPLE WITH DISABILITIES, REDUCED MOBILITY AND ALLERGIES**

At the time of the booking, for the purpose of ensuring a level of service appropriate for a luxury and exclusive experience on a train, the Client shall communicate to O.E Management Company, which will in turn communicate to ARSENALE EXPRESS, medical conditions that may require on-board treatment or assistance (including, but not limited to, assistance in using toilets, assistance in getting in and out of bed, needle-administered medications other than well-managed diabetes), allergies (including food allergies), disabilities or reduced mobility/sensory decrease problems that could make them ineligible for rail transport, providing full details of the persons concerned.

Within ten (10) working days after the booking finalisation, the Client who has communicated any of the circumstances above shall be contacted by ARSENALE EXPRESS, which will be entitled to confirm or not the relevant booking based on the availability on the Train and on the possibility to ensure a level of service appropriate for a luxury and exclusive experience on a train despite the existence of the so-communicated circumstances. Without prejudice to the foregoing, if the Client's disability and particular medical-health conditions allow him/her to travel on board the train only with a companion who would assist him/her, the Client may proceed to the reservation only by simultaneously booking also for the additional passenger who has to provide assistance for the entire duration of the Transport.

Due to the limited space and operational constraints that prevent the creation of a completely allergen-free environment and the inherent risk of cross-contamination of food on board, ARSENALE EXPRESS is unable to confirm the reservations of Clients with food allergies. Under no circumstances shall ARSENALE EXPRESS and/or O.E Management Company be held liable for any allergic reactions that may occur due to cross-contamination or the presence of allergens on board.

The staff of La Dolce Vita Transport is not able to provide assistance to passengers with disabilities and special medical conditions.



## 7. MINORS

Persons under the age of eighteen (18) may only travel under the responsibility of an accompanying adult in possession of a personal identification document as well as any document necessary for crossing borders. If the accompanying person is an adult other than the minor's legal representative, he/she shall have permission from the minor's legal representatives, in compliance with any applicable law.

Minors under the age of sixteen (16) must be accompanied by an adult in its cabin.

## 8. PETS

Pets on the Train are not allowed except in cases required by applicable law. In any case, the eligibility of the pets shall be assessed at the time of booking, only whether there is availability on board and provided that the presence of pets on board might not cause damage to other passengers.

## 9. TRAVEL DOCUMENTS - ADMINISTRATIVE AND HEALTH FORMALITIES

### 9.1 Travel documents

The Client will receive by email twenty-one (21) days prior the date of its departure, a summary of the Transport he/she booked. This email shall be used by the Client as their travel document.

When the Client arrives at the station, they shall have the travel document, i.e., the electronic travel document, either in digital or printed form (or physical ticket, if applicable).

### 9.2 Administrative and health formalities

It is the Client's responsibility to carry out and comply with the police, customs and health formalities required for the Transport, including – without limitation – the passport, national identity card, residence permit, parental authorisation, visa, medical certificate, vaccination booklet (hereinafter the "Formalities"). It is therefore the Client's responsibility to enquire about the Formalities and to consult travel bans, alerts, announcements and advice issued by the relevant governments before booking travel to international destinations. Similarly, the Client shall enquire about the health measures, in particular vaccinations, required for travel in the countries of departure, destination or stopover. The completion and costs resulting from the Formalities are to be borne by the Clients.

French nationals are advised to consult the following link for more information on passport requirements: [Practical information - French Ministry of Europe and Foreign Affairs \(diplomatie.gouv.fr\)](https://diplomatie.gouv.fr).

Italian nationals are advised to consult the following link for more information on passport requirements: [Passaporti e Documenti di Viaggio Equivalenti](https://www.dipartimentoaffariesterne.it).

Information on the conditions in different countries and the level of risk associated with travel to particular international destinations can be found at:

Advice to Clients by country (France Diplomatie website). [Travel advice - French Ministry of Europe and Foreign Affairs \(diplomatie.gouv.fr\)](https://diplomatie.gouv.fr) or:

[Viaggiare Sicuri \(Italy Diplomatie website\): Travel advice - Italian Ministry of Foreign Affairs](https://www.dipartimentoaffariesterne.it).

An authorisation to leave the territory is required for minors residing in certain jurisdictions (for example France) and not accompanied by a legal representative or guardian. Specific conditions may apply depending on the marital status of the legal representatives, in compliance with any applicable law. When boarding, the minor shall present, in addition to their valid identity document, the original of the authorisation to leave the territory form duly filled in and signed by one of the legal representatives with parental authority (available, for French nationals, on [www.service-public.fr](https://www.service-public.fr)) as well as a photocopy of the valid identity document of the signing parent.

Nationals of foreign countries shall obtain information, prior to booking, from the competent



authorities of their country of origin, as well as the countries of departure, destination or stopover, on the conditions under which they may stay and transit in these countries and on the formalities and documents that are required for the Transport.

ARSENALE EXPRESS reserves the right to refuse boarding and terminate the Contracts of any person who cannot present the required documents for the Transport and border crossings.

It is the Client's responsibility to ensure that they comply with the Formalities. O.E Management Company and/or ARSENALE EXPRESS shall not be held liable if the Client is unable to carry out all or part of the Transport due to non-compliance with the Formalities. Unless otherwise provided by a mandatory provision of law, the Client shall not have the right to receive any refund if he/she does not comply, in full or in part, with the required Formalities and, as a result, is not able to complete the Transport.

## **10. CANCELLATION, MODIFICATION AND TRANSFER CONDITIONS**

In the cases of cancellation or modification mentioned below and summarized in the chart provided as Annex 1 of these GCS, ARSENALE EXPRESS reserves the right to request and/or retain a form of lump-sum compensation (i.e., indemnification).

### **10.1 Cancellation by the Client**

The Client is entitled to cancel the Contracts of the Transport at any time before the start of the Transport.

Cancellation of the Contracts of the Transports by the Client before the start of the Transport justifies the payment of indemnification fees, which are higher the closer the departure date. In this case, the Client shall be required to pay the indemnification fees defined in the chart provided as Annex 1 of these GCS. Annex 1 is an integral part of this clause.

However, the Client has the right to cancel the Contracts of the Transport before the start of the Transport without paying an indemnification if exceptional and unavoidable circumstances occur at or in the immediate vicinity of the destination, which have a significant impact on the performance of the Transport contracts or on the transport of passengers to the destination (e.g. hurricane, earthquake, attack, war). In this case, the Client is entitled to a full refund of payments made but not to additional compensation.

The Client is informed that such exceptional and unavoidable circumstances do not include the circumstance that the Client is or becomes subject to any national or international sanctions.

Insurance benefits are non-refundable and non-cancellable.

In the event of cancellation by the Client, and where applicable after deduction of the amounts due (taxes, indemnification and insurance), all amounts paid by the Client will be refunded within fourteen (14) days.

ARSENALE EXPRESS reserves the right to evaluate at its discretion each cancellation request of the Transport by the Client without applying the indemnification set forth in these GCS if there are exceptional and urgent causes that the Client shall communicate by email to [reservations@orient-express.com](mailto:reservations@orient-express.com). For the sake of clarity, cancellation due to COVID-19 shall never be considered as an exceptionally serious and urgent event.

### **10.2 Cancellation by ARSENALE EXPRESS**

ARSENALE EXPRESS may cancel the Contracts of the Transports and refund within fourteen (14) days the Client in full for the payments made if:

(i) The Train's occupancy rate is less the twenty percent (20%). In this case, the cancellation of the Transport shall be notified at the latest ninety (90) days before the start of the Transport.

(ii) ARSENALE EXPRESS is prevented from performing the Contracts of the Transport due to exceptional and unavoidable circumstances. In this case, the cancellation of the Transport shall be notified as soon as possible before the start of the Transport.

In such circumstances, ARSENALE EXPRESS may propose to the Client a postponement or

modification of the Transport, as an alternative to the cancellation and refund, by any written means allowing for an acknowledgement of receipt (registered mail, fax, email, etc.). Article 10.4 shall then be applicable.

In all other situations of cancellation, the Client will obtain a refund of all sums paid within fourteen (14) days of the cancellation of the Contracts of the Transport by ARSENALE EXPRESS as well as a compensation at least equal to the indemnification that the Client would have paid if he/she had cancelled the Contracts of Transport on that date.

The above will be communicated through O.E Management Company.

### 10.3 Modification by the Client

O.E Management Company shall do its utmost to accommodate any request by the Client to change the Transport, in particular the date or itinerary, but reserves the right not to satisfy such a request.

The conditions of the modification by the Client are defined in the chart provided as Annex 1 of these GCS. Annex 1 is an integral part of this clause.

Upgrade of cabin type is always allowed with no penalty. Any surcharge due to an upgrade request shall be charged to the Client.

No downgrade is allowed, and no reduction in the Transport price based on a downgrade request may be granted and/or reimbursed.

In addition, any surcharge due to a change of date or itinerary shall be charged to the Client.

### 10.4 Modification by ARSENALE EXPRESS

The Client is informed that ARSENALE EXPRESS reserves the right to modify non-essential elements of the Transport in accordance with certain requirements and constraints related to the nature of the Transport and rail transport, without incurring any liability to the Client. In particular, departure and arrival times, departure station and destination station as well as stopovers may be cancelled or changed, on-board menu may be modified according to their availability, traction mode can be modified according to their availability (diesel, electric, steam haulage).

If, prior to the start of the Transport, the compliance with one of the essential elements of the Contracts of Transport is made impossible as a result of an external event, or in the event of a price increase of more than 8%, or if ARSENALE EXPRESS is unable to meet the special requirements of the Client that it or O.E Management Company has expressly approved, the Client will be notified of such substantial modification to the Transport as soon as possible before the date of departure, by any means constituting a durable medium enabling receipt to be acknowledged (e.g. email). The Client shall then, within a reasonable delay set on a case-by-case basis according to the date on which the Client is notified of the substantial modification, decide to:

- cancel the Contracts of the Transport without penalty and obtain a refund of all sums paid within fourteen (14) days of the cancellation of the Contracts of the Transport as well as a compensation at least equal to the indemnification that the Client would have paid if he had cancelled the Contracts of Transport on that date (unless these changes are due to exceptional and unavoidable circumstances); or
- accept the modification of the Transport. An amendment to the Contracts of the Transport shall be sent to the Client. In this event, if the payment already made by the Client exceeds the price of the modified Transport, ARSENALE EXPRESS will refund the Client the excess amount before the start of the Transport.

Cancellation or acceptance of the modification of the Transport shall be confirmed by the Client, by any written means allowing for acknowledgement of receipt (email, etc.) Failing to communicate its decision, the relevant modification shall be deemed rejected by the Client and the Contract shall be deemed to be cancelled by the Client and thus terminated.

## 10.5 Transfer/Change of name

The Client may transfer their Contracts of the Transport to a transferee who meets the same conditions (including the particular conditions referred to in Articles 6 and 7) as they do to make the Transport, as long as this Contract has not yet been performed, also in part, by ARSENALE EXPRESS.

The Client is obliged to inform of its decision through a communication using the following email [reservations@orient-express.com](mailto:reservations@orient-express.com) or by any other means that allows for an acknowledgement of receipt no later than seven (7) days before the start of the Transport. Such a communication shall also include a declaration pursuant to which the transferor confirms that (i) the transfer was made for a price (if any) not exceeding the original price paid by the original Client, and (ii) the transferee has expressly accepted the General Conditions; it being in any case understood that, if such a declaration is not provided by the transferor within two (2) days before the start of the Transport or, notwithstanding the provision of such a declaration, the transfer was actually made for a price exceeding the original price paid by the original Client, ARSENALE EXPRESS will have the right to immediately and automatically terminate the Contract by means of a written notice and retain all amounts paid by the transferor and by the transferee.

The transferor and the transferee are jointly and severally liable for the payment of the balance of the price as well as for any additional costs, indemnifications or other expenses incurred as a result of the transfer.

The Client shall be informed upon receipt of their request for the transfer of the Contracts of the Transport about the actual costs of the transfer.

## 10.6 No right of withdrawal

Save for the cancellation policy set forth under Article 10.1 above, the Clients are reminded that they do not have any kind of right of withdrawal, in accordance with the applicable protection rules.

## 11. **PRICE AND PAYMENT**

### 11.1 Price

The lump sum price of the Transport is indicated on the Website. The prices indicated are per person, and thus to be multiplied by the number of persons included in the Contracts of the Transport, and for the selected date.

Upon confirmation of the booking of the Transport, the price is indicated to the Client in euros (€), including tax and other local taxes and other costs, and is only valid for the duration indicated on the Website.

Unless otherwise stated on the Website, options that are not offered at the time of booking the Transport are not included in the price and are not considered as a part of the Transport. Prices include inter alia the VAT applicable on the day of booking and any change in the applicable VAT rate shall be automatically reflected in the price quoted on the invoicing date. Any amendment or introduction of new legal or regulatory taxes (e.g. VAT) imposed or issuance of interpretations by the competent authorities shall automatically be reflected in the price indicated on the invoicing date.

Payment shall be provided in the timing described below and summarized in the charts provided as Annex 1 (that is an integral part of this clause) to these GCS:

- twenty-five percent (25%) of the price as a deposit at the time of booking;
- full payment (deposit + balance) within ninety (90) days before the departure date.

### 11.2 Modification of the price of the Transport

At invoicing, the price is firm, final and in euros (€). Nevertheless, O.E Management Company reserves the right to modify the price both upwards and downwards to take into account exceptional circumstances which are limited as follows:

- a) Transport costs, particularly related to fuel costs;
- b) Fees and taxes relating to the services offered;
- c) The exchange rates applied to the Transport.

During the twenty (20) days preceding to the scheduled departure date, the price fixed for the Transport may not be increased.

In any event, a price increase of more than eight percent (8%) of the price stated in the Contracts of the Transport shall be considered substantial and in accordance with Article 10.4.

The Client is entitled to request a price reduction corresponding to the decrease in the costs referred to in (a), (b) and (c) above, occurring after the conclusion of the Contracts of the Transport and before the start of the Transport.

### 11.3 Payment

Payments by bank transfer shall be made following contact with Reservation Center operated by O.E Management Company.

When booking via the Website, the Client communicates its payment data by indicating directly, in the zone provided for this purpose (secured entry by SSL encryption), when it is a bank card, the bank card number, without spaces between the figures, as well as its expiry date (it is specified that the bank card used shall be valid at the time of the stay) and the visual cryptogram via the payment platforms mentioned below. When booking via the Reservation Center, the Client indicates this information to O.E Management Company or may request to receive a link to the payment platform via email.

ARSENALE EXPRESS shall use Stripe or other online payment platform to secure online payments by bank card. The payment shall be accredited in favour of ARSENALE EXPRESS, in a bank account in its name.

The Client's payment card is subject to a validity check by these partners and may be rejected for several reasons: stolen or blocked card, limit reached, input error, etc. In the event of a problem, the Client shall contact their bank and O.E Management Company to confirm their booking and payment method.

The online payment methods (cards, wallet, etc.) available and mentioned on the payment page of the Website, can be Visa and Mastercard, American Express. This list is subject to change.

The Client shall be able to show any relevant elements and proof of identity to prevent credit card fraud.

The Client shall receive an invoice in electronic format at the email address provided at the time of booking; if the Client wishes to receive a hard copy of their invoice, they shall expressly request it.

### 11.4 Deposit

Unless expressly agreed otherwise, the Client shall deliver an amount as a deposit when signing the Contract, which is a security granted by the Client to secure its own obligations under those Contracts for the Transport. For avoidance of doubts, such a deposit is not, and shall not be treated as, an advance payment ("*anticipo*") of the price of the Transport due under this Contract.

In the event that the Client does not pay the deposit or does not pay the price of the Transport as set force in Article 11.1, after having been officially warned, O.E Management Company shall beentitled to cancel the Contracts of the Transport by operation of law and, unless otherwise provided by a mandatory provision of law, to charge the indemnification provided in Article 10.1.

Upon payment of the price of the Transport, the Client may partially offset its obligation to pay such price against the receivable arising from the deposit.

### 11.5 Pre-mandate

At boarding, the Client has the option to authorise a reintegrable pre-mandate request (also known as a “pre-authorisation”) on their bank card. This is not mandatory but is offered as a means to facilitate the coverage of any consumption or expenses incurred by the Client during the Transport. For sake of clarity, if the Client exceeds the initial amount, the system may automatically request a new pre-authorisation to cover the total expenses. If no expenses are incurred, the initial pre-authorised amount will be refunded to the Client's card.

The pre-mandate request is not an immediate debit but corresponds to a reserve for later payment, authorised by the Client's bank. This temporarily reduces the limit of the bank card used, ensuring the possibility of future debits. Depending on the Client's bank, the pre-mandate request may appear as a pending debit on the associated bank account. Once the pre-mandate request is activated and confirmed by the bank, any consumption or expenses incurred by the Client shall be payable at the end of the Transport. It is important to note that the release of the pre-authorised amount (or refund) is typically processed within twenty-four (24) to forty-eight (48) hours, but it may take up to seven (7) working days or longer, depending on the Client's bank. To activate a pre-mandate request, the Client is asked to provide their bank card details when taking out a booking warranty. The Client is informed in advance of the characteristics of the pre-mandate request. Bank card data is securely stored by O.E Management Company's payment service provider, in compliance with a strict security policy for banking data.

## **12. COMMITMENTS AND RESPONSIBILITIES OF THE CLIENT**

The Client is solely responsible for his/her choice of the Transport (including pertinent services) and their suitability for his/her needs, such that ARSENALE EXPRESS and/or O.E Management Company cannot be held liable in this respect.

In this respect, the Client shall notify immediately of any misappropriation or fraudulent use of their e-mail address to the Reservation Center, the contact details of which are mentioned in Article 16.

The Client undertakes to use the Website and/or the Transport and/or the Train (including pertinent services) offered on it in compliance with the applicable regulations and the Contracts of the Transport. In the event that the Client fails to fulfil his/her obligations under the Contracts of the Transport, the Client is liable for any damage caused by it to any party, including- but not limited to- to third parties. In this respect, the Client undertakes to compensate ARSENALE EXPRESS and/or O.E Management Company for any damages, costs or indemnities whatsoever relating thereto.

In particular, by finalising a booking for a Transport, the Client undertakes to pay their price. Indeed:

- Any booking or payment that is irregular, inoperative, incomplete, or fraudulent for a reason attributable to the Client shall result in the cancellation of the Transport, without prejudice to any action that O.E Management Company and/or ARSENALE EXPRESS may take against the Client;
- The Client is obliged to comply with the timetable specified in the Contract. In addition, if the Client does not show up for the departure of the Train, the Transport may be offered to another client without this giving rise to any refund or credit from ARSENALE EXPRESS;
- The Client shall comply with the instructions and rules, particularly in terms of hygiene and safety, whether they are posted or given directly by the staff. Failure by the Client to comply with them shall result in the Client being forbidden from participating in the activities or benefiting from the services concerned. In the event of non-compliance with these rules making it impossible to continue the Transport, the Client may be notified of the end of the Transport resulting in their disembarkation, without being able to claim any refund for services not consumed;
- The Client also undertakes to dress appropriately for the Transport, as indicated on the

Website (FAQ section), to behave appropriately, not to disrupt the Transports of other clients and not to cause damage to O.E Management Company, ARSENALE EXPRESS, their staff or agents, or the ORIENT EXPRESS and/or LA DOLCE VITA brands.

The Client also undertakes to ensure that the IT resources made available by ARSENALE EXPRESS and/or O.E Management Company (in particular the Wi-Fi network) shall not be used in any way for the purpose of reproduction, representation, making available or communication to the public of works or objects protected by copyright or by a related right, such as texts, images, photographs, musical works, audio-visual works, software and video games, without the authorisation of the owners of the rights, when such authorisation is required. The Client is also obliged to comply with the security policy of the Train's Internet service provider, including the rules for the use of the security measures implemented to prevent the unlawful use of IT resources, and to refrain from any act that undermines the effectiveness of these measures.

The Client is liable for all damage, material or immaterial, caused by him/her during the Transport and shall bear all costs arising from such damage and/or non-compliance with the above rules. O.E Management Company reserves the right to intervene if necessary and to take any action it deems appropriate against the Client.

### **13. LIABILITY**

#### **13.1 Liability regime**

ARSENALE EXPRESS and O.E Management Company shall be fully liable for the performance of the services provided for in the Contracts of the Transport, whether these services are performed by themselves or by other providers, without prejudice to their rights of recourse against them.

However, unless otherwise provided by a mandatory provision of law, ARSENALE EXPRESS and/or O.E Management Company may be exempted from all or part of their liability if it/they can prove that the damage is attributable either to the Client(s) or to a third party not involved in the provision of the travel services included in the Contract, or to exceptional and unavoidable circumstances.

Insofar as international conventions circumscribe the conditions under which compensation is payable by a provider of services like the ones subject-matter of the Contract or limit the extent of such compensation, the same limits apply to the organiser or retailer. ARSENALE EXPRESS, like O.E Management Company, therefore benefits from the limits set out in the [General Terms and Conditions of Carriage | La Dolce Vita Orient Express. \(orient-express.com\)](#).

In particular, the Client's attention is drawn to the fact that the international rules applicable to the carriage of passengers by rail may limit or exclude the liability of ARSENALE EXPRESS and O.E Management Company in case of delay and loss of or damage to luggage. Without prejudice to what set forth in the Articles 13.1, 13.2, 13.3 and 13.4, ARSENALE EXPRESS remains responsible towards the Client.

#### **13.2 Non-compliance**

The Client is requested to inform O.E Management Company as soon as possible in view of the circumstances of the case, of any non-compliance found during the execution of the Transport, so that it may be remedied as soon as possible.

If any element of the Transport is not performed in accordance with the Contracts of the Transport, the non-compliance shall be remedied unless this is impossible or involves disproportionate costs, taking into account the significance of the non-compliance and the value of the services concerned. If the non-compliance cannot be remedied, the Client may request a discount and, in the event of separate damage, damages pursuant to the applicable law.

#### **13.3 Limitation of liability**



Without prejudice to the limitations of liability provided for in the GCC and for matters other than those provided for in these terms and conditions, the liability of ARSENALE EXPRESS and/or O.E Management Company is limited to three times the total price of the Transport. Any sum received by the Client, in particular by way of a refund, shall be deducted from the other sums paid by way of compensation.

ARSENALE EXPRESS and/or O.E Management Company shall not be liable for any damage, loss or expense that could not be foreseen at the time of booking the Transport (e.g. delays due to railway infrastructure issues and consequent changes/cancellations of all or parts of the Transport or damages resulting from delays in the end of the Transport).

These limitations do not apply to personal injury or damage caused intentionally or by negligence.

#### 13.4 Liability of O.E Management Company as regard the services of booking

O.E Management Company undertakes, within an obligation of means, to provide access to the Website and the services of booking offered in accordance with these GCS, to act with diligence and competence, and to make every effort, within a reasonable limit, to remedy any malfunction brought to its attention.

### 14. **INSURANCE**

The Client is advised to take out insurance to cover any sums paid or due, for the Contracts of the Transport, in the event of cancellation by the Client in certain cases specified by the insurer.

### 15. **INTERNATIONAL SANCTIONS**

In view of the international sanctions issued by the United States of America, the European Union and/or other countries, O.E Management Company, reserves the right to assess, at its own discretion, on the basis of the information received or acquired and its internal policies, the impact of such sanctions on the Contracts of the Transport and, in any case, whether or not to request any amendment to the Contracts of the Transport, including the right to terminate or suspend the same Contracts of the Transport. The Client is informed that no refund shall apply in this case.

### 16. **CONTACT, CUSTOMER SERVICE AND COMPLAINTS**

For any questions related to the proper execution of a service booked (e.g., requests for further information, modification, or cancellation of a booking), the Client is requested to contact the Reservation Center directly. Contact details of the Reservation Center are indicated below.

For any comments and/or complaints relating to a booking of a service (e.g., complaint, non-performance, or deficient performance of the Service), the Reservation Center is at your disposal:

- By telephone, from Monday to Friday, UK: +442030244949 / US: +1833 661 30 80 / FR: 33187212940 and IT: +39281480333;
- By email, to the following email addresses: [reservations@orient-express.com](mailto:reservations@orient-express.com) or [groups@orient-express.com](mailto:groups@orient-express.com);
- By post, to the following address: O.E Management Company, Centre de Contact Clients, 82 rue Henri Farman, CS 20077, 92130 Issy-les-Moulineaux – France.

In order to facilitate the handling of complaints, it is recommended to address complaints to the Reservation Center regarding the non-performance or deficient performance of the Transport in writing within eight (8) days of the date of performance of the Transport.

When dealing with Reservation Center service, the Client undertakes to remain courteous and not to make any derogatory remarks about O.E Management Company and/or ARSENALE EXPRESS, the entities of their group or their employees or collaborators, in accordance with the rules of common sense and politeness. O.E Management Company, reserves the right to take any appropriate action against the Client in the event of prejudicial or reprehensible



behaviour (in particular untoward, malicious, or insulting behaviour) towards O.E Management Company, its group entities or its employees or collaborators.

## **17. PROTECTION OF PERSONAL DATA**

### **17.1 Personal Data processing by O.E Management Company**

When the Client uses the Website or calls the Reservation Center, in particular when making a Transport's booking, O.E Management Company collects and processes his/her Personal Data, and acts as such as data controller pursuant to Regulation (EU) 2016/679 ("GDPR"). The conditions under which the Personal Data is processed are described in O.E Management Company [Privacy Policy](#). By Accepting the General conditions, the Client acknowledges having read and understood this privacy policy.

### **17.2 Personal Data processing by O.E Management Company and the Operators acting as joint controllers**

The Client's Personal Data related to his/her Transport, preferences, satisfaction and, if the case may be, loyalty program membership is shared between O.E Management Company and the Operators. The Personal Data processing is based on the legitimate interest of each joint data controllers in order to improve the quality of service and the Client's experience in each of these yachts, hotels and hospitality trains. In this context, the Client's Personal Data is processed jointly by O.E Management Company and these Operators. In order to pursue this legitimate interest, whilst safeguarding the Client's rights and liberties, a specific joint controllership agreement describes the obligations and responsibilities of O.E Management Company and these Operators. The Client may, at any time, exercise his/her rights (access, objection, rectification, restriction, erasure, portability and to issue instructions on how the Personal Data is to be treated after his/her death) and in particular object to the sharing of his/her Personal Data between the Operators and O.E Management Company by contacting the Data Protection Officer of O.E. Management Company at the following email address: [data.privacy@orient-express.com](mailto:data.privacy@orient-express.com). The Client can also request a summary of the key points of the joint controllership agreement.

### **17.3 Personal Data processing by ARSENALE EXPRESS**

The Client is also informed that the Personal Data collected in the context of his/her Transport will be transmitted to ARSENALE EXPRESS S.p.A., the company organising and providing the "La Dolce Vita Orient Express" Transports. ARSENALE EXPRESS will process the Personal Data as an independent data controller for providing Clients with the best Transport experience.

In light of the above, pursuant to Article 14 of Regulation (EU) 2016/679 ("GDPR"), ARSENALE EXPRESS provides the Client with the information concerning the processing of his/her Personal Data in the context of the Transport available by clicking on the following link: [www.arsenaleexpress.com/booking\\_privacy\\_policy\\_EN.pdf](http://www.arsenaleexpress.com/booking_privacy_policy_EN.pdf)

## **18. MISCELLANEOUS**

The data-bank entry and acceptance of these General Conditions of Sale, the General Conditions of Carriage and the Contracts of the Transport constitute an electronic contract between the parties, which is evidence of the booking of the Transport and the fact that the amounts due for the execution of the booking are payable.

Except for any applicable provision of law, the General Conditions and the Contract of the Transport express all the obligations of the parties. No other conditions communicated by the Client may be included therein.

In the event of a contradiction between the terms of the Contracts of the Transport and the General Conditions, the Contracts of the Transport individually shall apply to the obligation in question. In the event of a contradiction between, on the one hand, the general conditions of any kind of a partner and, on the other hand, these General Conditions of Sale, the provisions of these General Conditions of Sale shall prevail.

If one or more clauses of the General Conditions are deemed invalid or declared invalid by application of a law, regulation or following a final decision of a competent court, the other clauses shall remain fully valid and applicable.

The official language is English.

If the General Conditions are translated into a foreign language, the English version shall prevail over any other translation in the event of a dispute, litigation, difficulty of interpretation or enforcement of these terms and conditions and, more generally, of the relationship between the parties.

The Client acknowledges and agrees that O.E Management Company and/or ARSENALE EXPRESS may assign these General Conditions and all rights and obligations hereunder to any third party without the prior written consent of the Client. The Client agrees that such assignment releases O.E Management Company and/or ARSENALE EXPRESS for the future.

Consumers who do not wish to be the subject of commercial canvassing by telephone can register free of charge on a do not disturb list objecting to telephone canvassing. This list can be accessed via the following website (for France): [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr). In accordance with Article 130.3- bis of Italian Legislative Decree 196/2003 and Law 5/2018 consumers who do not wish to be the subject of commercial canvassing by telephone can register free of charge on a do not disturb list objecting to telephone canvassing. This list can be accessed via the following website (for Italia): <https://registrodelleopposizioni.it/cittadino/>.

## 19. APPLICABLE LAW AND DISPUTE RESOLUTION

The General Conditions of Sale are governed by French Law without prejudice to any mandatory protective provisions that may be applicable in the consumer's country of residence.

The Client is informed by O.E Management Company and ARSENALE EXPRESS of the possibility of having recourse, in the event of a dispute relating to these General Conditions, to a conventional mediation procedure or any other alternative dispute resolution method, under the conditions set out in Title I of Book VI of the French Consumer Code.

After having contacted the Reservation Center to try to resolve the dispute amicably, and in the event of a negative response or the absence of a response within sixty (60) days from the date of contact, the Client may refer the matter to the Tourism and Travel Ombudsman - BP 80303 - 75823 Paris Cedex 17.

Details of how to contact the Ombudsman and his contact details can be found by clicking on the following link: [How to contact the Tourism and Travel Ombudsman](#) in the Booking tab of the heading "assistance", or on the website [www.mtv.travel](http://www.mtv.travel).

Referral to the Ombudsman may be made within twelve (12) months of the first complaint.

The referral form for this Ombudsman is available at the following link: [Tourism and Travel Ombudsman referral form](#).

O.E Management Company and ARSENALE EXPRESS also informs the Client of the existence of a European Online Dispute Resolution platform to which the Client may have recourse. The Client can access it from the following link: <https://ec.europa.eu/consumers/odr/>.

The preceding is without prejudice to the right of the Client to bring any action regarding the Contract either before the courts having territorial jurisdiction, before the place where the Client resides or is habitually domiciled or before the place in which the harm occurred.

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In specific acceptance of the following clause: 4.1 (*The Transport*); 9.2 (*Administrative and health formalities*), 10.1 (*Cancellation by the Client*), 11.4 (*Deposit*), 13.3 (*Limitation of liability*), 18 (*Miscellaneous*) and 19 (*Applicable law and dispute resolution*).

Annex 1

<b>INDIVIDUALS (Booking less than 8 cabins)</b>	<b>Payment</b>	<b>Cancellation indemnification</b>	<b>Modification</b>
At time of confirmation more than 90 days before departure	25% (deposit)	25% up to 91 days before departure	Change of date and itinerary: one for free then 200€ per change. Transfer/Change of name subject to actual costs of transfer
90 days before departure	100% (deposit + balance)	50% between 90 days and 31 days	Change of date or itinerary is considered as cancellation  Transfer/Change of name subject to actual costs of transfer
30 days before departure	N/A	100% less than 30 days before departure	Change of date or itinerary is considered as cancellation  Transfer/Change of name not allowed
<p>O.E Management Company shall do its utmost to accommodate any request by the Client to change the Transport, in particular the date or itinerary, but reserves the right not to satisfy such a request.</p> <p>Any potential price increase will be charged; no reimbursement of negative price difference.</p>			