

Version dated 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 FOR INDIVIDUAL BOOKINGS FROM PROFESSIONALS

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 40 981 136 450 (**hereinafter “O.E Management Company”**).

O.E Management Company is registered in the 'ATOOUT 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/ (hereinafter the **Website**) (Contact: contact@orient-express.com; Phone: (+33) 187212940). The Website allows, among the others, the booking and purchase of “La Dolce Vita Orient Express” trips 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 Trip (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/Professional: the person, including the travel agencies and/or the tour operators that make the booking and stipulate the Contract on their behalf and on behalf of the Participants, for purposes relating to their trade business, craft or profession, and that do not benefit from the protection resulting from Directive 2015/2302 of the European Parliament and of the Council of 25 November 2015.

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).

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.

Participant(s): natural persons travelling together and on behalf of whom, the Client makes the booking.

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) in its name and on the behalf of the Participants. These General Conditions of Sale applies to the book and purchase of Transport (s) by persons who are acting for purposes relating to their trade business, craft or profession.

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-orient-express) are the main part of the Contracts of the Transport. The signing of the Contracts implies the Participants' acceptance of the GCC.

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. Clients are requested to communicate the GCC to the Participants.

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. Clients are advised to consult the General Conditions regularly for any changes. 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 the Transport's contractual relationship 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 agreement. 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, their sole point of contact is OE Management Company and during the course of the Transport, their 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 Participants 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, Participants 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, Participants 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. Participants 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 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. 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 Transport which are available for booking.
- 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 Participants.
- Step 5: The Client must process 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 processing 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 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.

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 Transport, providing full details of the Participants concerned.

Within 10 (ten) 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 like the Transport despite the existence of the so-communicated circumstances. Without prejudice to the foregoing, if the Participant'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 Participant 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 Participants 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 representatives, 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 List of Participants

The Client shall communicate to O.E Management Company the list of the Participants at least thirty (30) days prior the date of the Transport, including the following information for each Participant: surname, family name, date of birth, postal address, email address, nationality.

9.2 Travel documents

The Client will receive by email twenty-one (21) days prior the date of its departure a summary of the Transport it booked and the GCC. This email shall be used by the Participants as its Travel Document.

When the Participant arrive at the station, it shall have the Travel Document, i.e. the electronic Travel Document, either digital or printed.

The Participant will be admitted to the Train on the double condition that he/she has this ticket and that he/she is on the list provided by the Client.

9.3 Administrative and health formalities

It is the responsibility of the Client and the Participants 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, legal representatives 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 and/or the Participants.

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](#).

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 \(diplomatie.gouv.fr\)](#) or:

[Viaggiare Sicuri \(Italy Diplomatie website\); Travel advice - Italian Ministry of Foreign Affairs.](#)

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 parents, 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 parents with parental authority (available, for French nationals, on 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 documents required for the Transport and the border crossing.

It is Client's responsibility to ensure that they comply with the Formalities. O.E Management Company and ARSENALE EXPRESS shall not be held liable if a Participant is unable to carry out all or part of the Transport due to non-compliance with the Formalities. The price paid shall not be refunded under any circumstances.

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 the following amounts as a form of lumpsum 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 that the right to cancel the Contracts of the Transport before the start of the Transport due to force majeure without being required to pay an indemnification fee.

The following events are expressly excluded from being considered as force majeure:

- Any sanctions, restrictions, or penalties imposed on the Client and/or the Participant, whether national or international;
- Circumstances arising from the Client's and/or Participant's own operational, financial, or organizational issues;
- Any situation for which the Client has or could have reasonably foreseen or mitigated the risks.

If cancellation is authorized by ARSENALE EXPRESS due to events legitimately recognized as force majeure, ARSENALE EXPRESS' liability will be limited to refunding the payments made by the Client for the affected Transport. No additional compensation, indemnification, or reimbursement of consequential damages will be provided.

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 thirty (30) days.

10.2 Cancellation by ARSENALE EXPRESS

ARSENALE EXPRESS may cancel the Contracts of the Transports and refund the Client within thirty (30) days in full for the payments made, notably if:

- (i) The Train's occupancy rate is not sufficient to ensure the luxury and exclusive nature of the Transport, or if the Transport cannot be carried out for reasons attributable to ARSENALE EXPRESS.
- (ii) ARSENALE EXPRESS cannot perform the Contracts of the Transport due to exceptional and unavoidable circumstances or economic or logistical reasons or due to a third party's default. 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.

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 and 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 thirty (30) days of the cancellation of the Contracts of the Transport; 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 Article 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 or by any other means that allows for an acknowledgement of receipt no later than thirty (30) 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, the Clients are reminded that they do not have any kind of right of withdrawal.

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 (balance) within ninety (90) days before the departure date.

11.2 Modification of the price

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 or stay in question.

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.

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 Reservation Center, the Client indicates 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 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, JCB, Diners, China UnionPay, Post Finance, ELO, Bancontact, Sofort, iDeal, Przelewy24, PayPal, Alipay, WeChat, Sharegroop, Banque Casino. 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 the price of the Transport, after having been officially warned, O.E Management Company, shall be entitled 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.

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, providing a single bank card for all the Participants. All the purchases of the Client and/or the Participants will be charged under the Client's card. If the Client does not provide a card to guarantee the Participants, each Participant will need to provide a credit card either at check-in or during the pre-arrival process in coordination with the guest relations team of ARSENALE EXPRESS. Without prejudice to the foregoing the authorization is not mandatory but is offered as a means to facilitate the coverage of any consumption or expenses incurred by the Client and/or the Participants during the Transport. For sake of clarity, if the Client and/or Participants exceed 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 their choice of the Transport (including pertinent services) and their suitability for their 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, on its own behalf and on behalf of the Participants, 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 their obligations under the Contracts of the Transport, the Client is liable for any damage caused by

it or to third parties by it to any party, including – but not limited to – to third parties. In this respect, the Client undertakes to compensate O.E Management Company and/or ARSENALE EXPRESS 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 may take against the Client;
- The Client is obliged to comply with the timetable specified in the Contract and to ensure that the Participants are informed of these timetables and respect them. In addition, if one or more Participants do 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 O.E Management Company;
- The Participants 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 Participants to comply with them shall result in the Participants 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 Participants 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 Participants 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 Participants 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, on behalf of the Participants, to ensure that the IT resources made available by O.E Management Company and/or ARSENALE EXPRESS (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 holders of the rights, when such authorisation is required. The Client and the Participant are 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 or the Participants are liable for all damage, material or immaterial, caused by them 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 or the Participants.

13. LIABILITY

13.1 Liability regime

O.E Management Company undertakes, within an obligation of means, to provide access to the Website, the Reservation Center and the services of booking offered in O.E Management 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. The Client cannot hold ARSENALE EXPRESS liable for any failings attributable to O.E Management Company.

O.E Management Company and ARSENALE EXPRESS are connected through a contract under which O.E Management Company provides hospitality expertise, brands and various services including distribution, sales, marketing and loyalty services. The Client cannot hold O.E Management Company liable for any failings attributable to ARSENALE EXPRESS.

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.

If the non-compliance is not remedied within a reasonable period of time, the Client may remedy the non-compliance themselves and claim reimbursement of the necessary costs.

13.3 Limitation of liability

ARSENALE EXPRESS' and/or O.E Management Company's liability is limited to direct and foreseeable damages resulting from their proven fault in the execution of their contractual obligations. Under no circumstances shall ARSENALE EXPRESS and/or O.E Management Company be held liable for indirect or consequential damages, such as loss of profit, business interruption, or reputational damage, even if the possibility of such damages was known or could have been anticipated.

ARSENALE EXPRESS and/or O.E Management Company shall not be held liable for failure to perform their obligations due to events of force majeure.

ARSENALE EXPRESS, like O.E Management Company, 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.

O.E Management Company and/or ARSENALE EXPRESS shall not be liable for any damage, loss or expense that could not be foreseen at the time of booking the Transport or caused by third-party providers (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). Without prejudice to the limitations of liability provided for in the GCC and these CGS, 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.

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

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, the Client hereby represents and warrants that no booking is made on behalf of any Participant who is subject to international sanctions and 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 on the Website (e.g., requests for further information, modification, or cancellation of a booking), the Client is requested to contact the Reservation Center directly: the contact details of the Reservation Center are indicated below. For any comments and/or complaints relating to a booking of a Transport (e.g., complaint, non-performance, or deficient performance of the Service), the customer service is at your disposal:

- By telephone, IT: +39281480333 / UK: +442030244949 / US: +1833 661 30 80 / FR: +33187212940 By email, to the following email addresses: reservations@orient-express.com or groups@orient-express.com
- By post, to the following address: O.E Management Company Center 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 customer service 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 customer 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

It is up to each Client to provide the provision of this article to the Participants, and, when necessary, to obtain the Participant's consent in compliance with the applicable regulations.

17.1 Personal Data processing by O.E Management Company

When the Client contacts O.E Management Company or book a Trip, O.E Management Company collects and processes his/her Personal Data, as well as those of the Participants, 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 of Sales, 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 Participants' Personal Data related to their trips, 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 Participants' experience in each of these yachts, hotels and hospitality trains. In this context, the Participants' Personal Data is processed jointly by O.E Management Company and these Operators. In order to pursue this legitimate interest, whilst safeguarding the Participants' rights and liberties, a specific joint controllership agreement describes

the obligations and responsibilities of O.E Management Company and these Operators. The Participants may, at any time, exercise their rights (access, objection, rectification, restriction, erasure, portability and to issue instructions on how the Personal Data is to be treated after their death) and in particular object to the sharing of their 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. The participants 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 booking will be transmitted to ARSENALE EXPRESS S.p.A., the company organising and providing the "La Dolce Vita Orient Express" trips. ARSENALE EXPRESS will process the Personal Data as an independent data controller for providing Participants with the best Trip experience.

In light of the above, pursuant to Article 14 of Regulation (EU) 2016/679 ("GDPR"), ARSENALE EXPRESS provides the Client and Participants with the information concerning the processing of their Personal Data in the context of the Trip available by clicking on the following link: 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. The Client may not assign the General Conditions, or the rights and obligations attached there to third parties without the prior written consent of O.E Management Company.

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. In accordance with Article 130.3bis 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 Participant's country of residence.

In the event of a dispute relating to these General Conditions, after having contacted the Train's customer service 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 competent court within the jurisdiction of the Paris (France) Court of Appeal.

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 before the court of the place where the Client resides or is habitually domiciled.

* * *

In specific acceptance of the following clause: 4.1 (*The Transport*); 9.3 (*Administrative and health formalities*), 10.3 (*Cancellation by the Client*), 11.4 (*Deposit*), 13.3 (*Limitation of liability*), 18 (*Miscellaneous*) and 19 (*Applicable law and dispute resolution*).

Annex 1

| INDIVIDUALS (Booking less than 8 cabins) | Payment | Cancellation indemnification | Modification |
|---|--------------------------|---|--|
| At time of confirmation more than 90 days before departure | 25% (deposit) | 25% up to 91 days before departure | Change of date and/or itinerary: one for free then 200€ per change. Transfer 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 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 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> | | | |