

Version dated December 17, 2024

General Terms and Conditions of Sale of the Experiences for the “LA DOLCE VITA ORIENT EXPRESS” applicable to all bookings made from this date, until further notice.

**GENERAL TERMS AND CONDITIONS OF SALE  
OF EXPERIENCES 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/](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 Experiences (as defined below) provided by ARSENALE EXPRESS pursuant to these General Conditions of Experiences, made available on the Website.

<b>GENERAL TERMS AND CONDITIONS OF SALE OF EXPERIENCES FROM PROFESSIONALS .....</b>	<b>1</b>
<b>1. DEFINITIONS.....</b>	<b>2</b>
<b>2. PREAMBLE.....</b>	<b>2</b>
<b>3. PRE-CONTRACTUAL INFORMATION .....</b>	<b>3</b>
<b>4. SERVICES .....</b>	<b>3</b>
<b>5. BOOKING PROCESS .....</b>	<b>4</b>
<b>6. PEOPLE WITH DISABILITIES, REDUCED MOBILITY AND ALLERGIES .....</b>	<b>5</b>
<b>7. MINORS .....</b>	<b>5</b>
<b>8. PETS.....</b>	<b>5</b>
<b>9. ADMINISTRATIVE AND HEALTH FORMALITIES .....</b>	<b>5</b>
<b>10. CANCELLATION, MODIFICATION AND TRANSFER CONDITIONS.....</b>	<b>7</b>
<b>11. PRICE AND PAYMENT .....</b>	<b>9</b>
<b>12. COMMITMENTS AND RESPONSIBILITIES OF THE CLIENT .....</b>	<b>10</b>
<b>13. LIABILITY .....</b>	<b>11</b>
<b>14. INSURANCE .....</b>	<b>12</b>
<b>15. INTERNATIONAL SANCTIONS .....</b>	<b>12</b>
<b>16. CONTACT, CUSTOMER SERVICE AND COMPLAINTS .....</b>	<b>12</b>

17. PERSONAL DATA.....	13
18. MISCELLANEOUS .....	14
19. APPLICABLE LAW AND DISPUTE RESOLUTION .....	14

## 1. DEFINITIONS

**O.E Management Company:** the vendor of the Experiences in the name and on behalf of ARSENALE EXPRESS and provider of the services of booking and customer care to the Client.

**ARSENALE EXPRESS:** Arsenale Express S.p.A, the organiser and provider of the Experiences,. 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)/Professional:** the travel agency(ies) and/or tour operator(s) that make(s) the booking and stipulate(s) the Contract on its behalf and on behalf of the Participants, and all the persons indicated in the reservation, for purposes relating to its/their trade business, craft or profession.

**Contract/Contract for the provision of the Experiences:** the agreement for the Experiences, including all the information on the Experiences (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.

**Experience(s):** the exclusive off board experience(s) provided by ARSENALE EXPRESS.

**General Conditions/GCSE or General Conditions of Sale of Experiences:** these General Conditions of Sale of Experiences.

**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](http://orient-express.com)).

**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 the Experiences, 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 ».

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

## 2. PREAMBLE

The purpose of these General Conditions of Sale of Experiences is to define the terms and conditions under which the Client(s) book and purchase the Experiences(s) through the Website and Reservation Center managed by O.E. Management Company, in its name and on the behalf of the Participants.

The signing of the Contract of the provision of the Experiences implies the Client's acceptance of the GCSE and the GCC (version in force at the time of booking).

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 undertake to communicate the GCC to the Participants and to ensure that the Participants accept the GCC.

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 Experiences.

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 informed that cancellation of the transport reservation aboard the Train, for any reason whatsoever, will result in the automatic termination of this Contract, as this Contract is connected to and interrelated with the contract of transport aboard the Train. The consequences of such termination shall depend on whether the cancellation of the transport aboard the Train was initiated by the Client or by ARSENALE EXPRESS. In the event that the Client cancels the transport aboard the Train reservation, the terms of termination, including applicable fees or penalties, shall be governed by the cancellation policy set forth in Article 10.1. If ARSENALE EXPRESS initiates the cancellation of the transport aboard the Train reservation, the Client shall be entitled to remedies or compensation as specified in the cancellation policy in Article 10.2, without prejudice to any rights provided under applicable law.

The Client is aware that the contractual relationship will arise directly with ARSENALE EXPRESS, with the consequences that, save for the obligations deriving from these GCSE, O.E Management Company is not a contractual party to the Experiences. 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 Clients.

O.E Management Company will provide the booking and customer care service to the Client, regulated by the present Contract. The price of the above mentioned service is included in the price of the Experiences.

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 Experience, his/her point of contact will be ARSENALE EXPRESS.

### **4. SERVICES**

#### **4.1 The Experiences**

The Experiences provided by ARSENALE EXPRESS includes the activities as described on the Website.

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 for a Participant, at least thirty (30) days before the selected Experience. 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 commencement) of any special dietary requirements of one or more Participants (other than food allergies referred to in Article 6), so that they can be taken into account as far as possible during the Experiences. The Client is informed that notably due to the constraints of the Experiences, it shall not always be possible to offer an alternative meal to the Participants 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 Specific and additional services

Any future service purchased during the Experiences, which are not part of the price of the Experiences, are governed by an independent contract, separate from any Experiences sold for a lump sum price. These additional services are therefore not subject to the applicable regulatory provisions relating to the Experiences

### **5. BOOKING PROCESS**

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

- 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 Experiences: destination, dates and number of Participants; based on those criteria, O.E Management Company communicates to the Client the Experiences which are available for booking and rates;
- Step 3: If the Client chooses to book a Experiences, O.E Management Company will confirm to the Client the details and features of the Experiences.
- 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 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 Experiences by the Client;
- Step 6: By proceeding to the payment, the Client confirms:
- (iii) their booking of the Experiences as detailed by O.E Management Company in Step 3;
  - (iv) 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 Experiences booking is sent by email to the Client which summaries all the booking's information along with a PDF version of these GCSE and constitutes the signature of the Contract 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 an exclusive experience like the Experience, the Client shall communicate to O.E Management Company, which will in turn communicate to ARSENALE EXPRESS, medical conditions that may require treatment or assistance during the Experiences including, but not limited to, assistance in using toilets, assistance in getting in and out of the Train, 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 the Experiences, providing full details of the Participants 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 for the and on the possibility to ensure a level of service appropriate for a luxury and exclusive experience 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 join the Experiences 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 Experiences.

Due to uniqueness of the Experiences, ARSENALE EXPRESS has no control on risk of cross-contamination of food and therefore 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 during the Experiences.

The staff of ARSENALE EXPRESS is not able to provide assistance to Participants with disabilities and special medical conditions during the Experiences.

## **7. MINORS**

Persons under the age of eighteen (18) may only join the Experiences 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, they shall have permission from the minor's legal representatives, in compliance with any applicable law.

## **8. PETS**

Pets are not allowed during the execution of the Experiences 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 and provided that the presence of pets might not cause damage to other Participants.

## **9. 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 commencement date, including the following information for each Participant: surname, family name, date of birth, postal address, email address, nationality.

### **9.2 Booking Documents**

The Client will receive by email twenty-one (21) days prior the date of the Experiences, a

summary of their Experiences. This email shall be used by the Participants as its booking document.

When the Participant arrives at the pick-up point, they shall have the booking document, either in digital or printed form (or physical ticket, if applicable).

### 9.3 Administrative and health formalities

It is the Client's responsibility and the Participants to carry out and comply with the police, customs and health formalities required for the Experiences, including – without limitation – the passport, national identity card, residence permit, legal representative authorisation, visa, medical certificate, vaccination formalities required for the Experiences (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 the Experience. 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](https://www.diplomatie.gouv.fr/fr/consulaires/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 \(diplomatie.gouv.fr\)](https://diplomatie.gouv.fr/fr/consulaires/actualites) 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 legal representatives, in compliance with any applicable law. At the beginning of the Experience, 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 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 Experience on the conditions under which they may stay and transit in these countries and on the formalities and documents that are required for the Experiences.

ARSENALE EXPRESS reserves the right to refuse to join the Experience and terminate the Contract of any person who cannot present the required documents for the Experiences.

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 a Participant is unable to carry

out all or part of the Experiences 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 and/or the Participants do not comply, in full or in part, with the required Formalities and, as a result, is not able to complete the Experiences.

## 10. CANCELLATION, MODIFICATION AND TRANSFER CONDITIONS

In the cases of cancellation or modification mentioned below and summarized in the charts provided as Annex 1 of these GCSE, 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 Contract for the provision of the Experiences at any time before the commencement date.

In the cases of cancellation by the Client of the Experiences, and due to the existence of service provider, ARSENALE EXPRESS reserves the right to retain the entire amounts paid by the Client as a form of lump-sum compensation (i.e., indemnification).

However, the Client has that the right to cancel the Contract for the provision of the Experiences before the commencement date due to force majeure.

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 Experience(s). No additional compensation, indemnification, or reimbursement of consequential damages will be provided

In such circumstances, all amounts paid by the Client will be refunded within thirty (30) days.

### 10.2 Cancellation by ARSENALE EXPRESS

ARSENALE EXPRESS may cancel the Contract for the provision of the Experiences and refund within thirty (30) days the Client in full for the payments made if ARSENALE EXPRESS is prevented from performing the Contract for the provision of the Experiences 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 Contract for the provision of the Experiences shall be notified as soon as possible.

In such circumstances, ARSENALE EXPRESS may propose to the Client other Experiences 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 Experiences , in particular the date or itinerary, but reserves the right not to satisfy suchrequest.

The conditions of the modification by the Client are defined in the chart provided as Annex 1 of



these GCSE. Annex 1 is an integral part of this clause.

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 Experience(s) in accordance with certain requirements and constraints related to the nature of its service, without incurring any liability to the Client.

If, prior to the commencement date, the compliance with one of the essential elements of the Contract for the provision of the Experiences 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 Experience(s) as soon as possible before the date of commencement, 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 Contract for the provision of the Experiences without penalty and obtain a refund of all sums paid within thirty (30) days of the cancellation of the Contract for the provision of the Experiences; or
- Accept the modification of the Experience(s). An amendment to the Contract for the provision of the Experiences shall be sent to the Client. In this event, if the payment already made by the Client exceeds the price of the modified Experience(s), ARSENALE EXPRESS will refund the Client the excess amount.

Cancellation or acceptance of the modification of the Experience(s) 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 Contract for the provision of the Experiences 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 Experience, 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 thirty (30) days before the start of the Experience. 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 Experience 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 Contract for the provision of the Experiences 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, in accordance with the applicable consumer protection rules.

## 11. **PRICE AND PAYMENT**

### 11.1 Price

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

Upon confirmation of the booking of the Experiences, 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 Experiences are not included in the price and are not considered as a part of the Experiences. 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 in the chart provided as Annex 1 (that is an integral part of this clause) to these GCSE.

### 11.2 Modification of the price of the Experiences

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 Experiences.

During the twenty (20) days preceding to the scheduled commencement date, the price fixed for the Experiences 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 Experiences shall be considered substantial 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 Experiences and before the start of the Experiences.

### 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 Contract for the provision of the Experiences. For avoidance of doubts, such a deposit is not, and shall not be treated as, an advance payment ("*anticipo*") of the price of the Experiences due under this Contract.

In the event that the Client does not pay the deposit or does not pay the price of the Experiences as set force in Article 11.1, after having been officially warned, ARSENALE EXPRESS shall be entitled to cancel the Contract for the provision of the Experiences 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 Experiences, the Client may partially offset its obligation to paysuch price against the receivable arising from the deposit.

## 12.

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

The Client is solely responsible for their choice of the Experiences on the Website 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 to take part in the Experiences in compliance with the applicable regulations and the Contract for the provision of the Experiences. In the event that the Client fails to fulfil their obligations under the Contract for the provision of the Experiences, 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 Experiences, 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 Experiences, 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 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 commencement of the Experiences, the Experiences may be offered to another client without this giving rise to any refund or credit from ARSENALE EXPRESS;

- The Client ensures that Participants will 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 Experience, the Participants may be notified of the end of the Experience, without the Client being able to claim any refund for services not consumed;

- The Client ensures that Participants will dress appropriately for the Experiences, as indicated on the Website (FAQ section), behave appropriately, not disrupt the Experiences of other guests and not 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 and/or the Participants are liable for all damage, material or immaterial, caused by him/her during the Experiences 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**

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 Experiences, so that it may be remedied as soon as possible.

If any element of the Experiences is not performed in accordance with the Contract for the provision of the Experiences, 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. \(orient-express.com\)](#).

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 Experiences (e.g. delays due to railway infrastructure issues and consequent changes/cancellations of all or parts of the Experiences or damages resulting from delays in the end of the Experiences) or caused by third-party providers. Without prejudice to the limitations of liability provided for these CGSE, the liability of ARSENALE EXPRESS and/or O.E Management Company is limited to three times the total price of the Experiences. 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 gross negligence and if it is not less than three times the total price of the Experiences.

#### **14. INSURANCE**

The Client is advised to take out insurance to cover any sums paid or due, for the Contracts of the Experiences, 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 Contract for the provision of the Experiences and, in any case, whether or not to request any amendment to the Contract for the provision of the Experiences, including the right to terminate or suspend the same Contract for the provision of the Experiences. 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. Contact details of the Reservation Center are indicated below.

For any comments and/or complaints relating to a booking of a Service on the Website (e.g., complaint, non-performance, or deficient performance of the Service), the Reservation Center is at the Client and/or Participants 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 Experiences in writing within eight (8) days of the date of performance of the Experiences.

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. **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 Experience, 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 Experience, 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](mailto: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 Experiences. ARSENALE EXPRESS will process the Personal Data as an independent data controller for providing Participants with the best experience.

In light of the above, pursuant to Article 13 and 14 of Regulation (EU) 2016/679 ("GDPR"), ARSENALE EXPRESS provides the Participants with the information concerning the processing of his/her Personal Data in the context of the Experience and also available by clicking on the following link: [www.arsenalexpress.com/booking\\_privacy\\_policy\\_EN.pdf](http://www.arsenalexpress.com/booking_privacy_policy_EN.pdf)

## 18. MISCELLANEOUS

The data-bank entry and acceptance of these General Conditions of Sale of Experiences, and the Contracts of the Experiences constitute an electronic contract between the parties, which is evidence of the booking of the Experiences 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 of Experiences and the Contract of the Experiences 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 Experiences and the General Conditions, the Contracts of the Experiences 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: [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: <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.

\* \* \*

In specific acceptance of the following clause: 4.1 (*The Experiences*); 9.2 (*Administrative and health formalities*), 10 (*CANCELLATION, MODIFICATION AND TRANSFER CONDITIONS*), 12.4 (*Deposit*), 13.3 (*Limitation of liability*), 18 (*Miscellaneous*) and 19 (*Applicable law and dispute resolution*).



Annex 1

	<b>Payment</b>	<b>Cancellation indemnification</b>	<b>Modification</b>
At time of confirmation more than 90 days before commencement	25% (deposit)	25% up to 91 days before commencement	Change of date or Experience: one for free then 200€ per change. Transfer/Change of name subject to actual costs of transfer
90 days before commencement	100% (deposit + balance)	100% less than 90 days before commencement	Change of date or Experience is considered as cancellation Transfer/Change of name subject to actual costs of transfer
<p>O.E Management Company shall do its utmost to accommodate any request by the Client to change the Experiences, 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>			

