

Version dated [22/04/2024]:

General Terms and Conditions of Registration on the Booking Waiting List “LA DOLCE VITA ORIENT EXPRESS” applicable to all registration made from this date, until further notice.

GENERAL TERMS AND CONDITIONS OF REGISTRATION

Booking Waiting List “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 “**OE Management Company**”).

OE Management Company is registered in the 'ATOOUT FRANCE' register of travel agents and other holiday operators under the number IM09224007. Its guarantor is WHITE ROCK INSURANCE (Europe) PCC Limited, located at Vision Exchange Building, Triq it-Territorjals, Zone 1, Central Business District, Birkirkara CBD1070, MALTA. Its insurer is CHUBB, located at 31 place des Corolles, 92400 Courbevoie, France.

OE 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 present, among the others, how to register on the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS.

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1. DEFINITIONS

OE MANAGEMENT COMPANY: the provider of the Registration for the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS on behalf of ARSENALE EXPRESS.

ARSENALE EXPRESS: the organiser and provider of the LA DOLCE VITA ORIENT EXPRESS trips and the owner of the Train (as defined below).

Booking Waiting List LA DOLCE VITA ORIENT EXPRESS: list of people who will be contacted by OE MANAGEMENT COMPANY to be able to book up to six (6) Cabins on a Trip before the opening of the booking to the public.

Cabin: a cabin allowing two (2) persons to travel in the Train.

Client(s): the Client(s) which request to be registered on the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS. Registration is not open to minor; but minors under the age of eighteen (18) will be able to travel on a Train 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 parents, they shall have permission from the minor's parents.

Call Center: Call Center operated by OE MANAGEMENT COMPANY through which the Client may request to be registered on the Booking Waiting List and pay the Deposit. The phone number of the Call Center is: +44 203 024 4949.

Deposit: Sum paid by the Client to be registered on the Booking Waiting List. The Deposit is either refundable or deducted on the first instalment for the booking of a Trip.

General Conditions of Registration: these General Terms and Conditions of Registration.

Registration: registration of the Client on the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS entitling the Client to be contacted by OE MANAGEMENT COMPANY to be able to book up to six (6) Cabins on a Trip before the opening of the booking to the public.

Train: the train LA DOLCE VITA ORIENT EXPRESS.

Trip(s): the luxury cruise on-rail journeys with accommodation on board the Train LA DOLCE VITA ORIENT EXPRESS.

Website: the website <https://www.orient-express.com/>.

2. **PREAMBLE**

The purpose of these General Conditions of Registration is to define the terms and conditions under which the Client is registered on the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS. They are available on the Website.

The Clients states to have the full capacity to commit to all the legal acts under the General Conditions of Registration.

The Registration implies the Client's acceptance of the General Conditions of Registration (version in force at the time of the Registration).

The Registration does not include transportation or hosting services falling in the scope of the Directive (EU) 2015/2302 and Article L.211-1 of the French Tourism Code. The purpose of the General Conditions of Registration is not to define the terms and conditions under which the Client will book and purchase a Trip. The terms and conditions applicable to the booking and the purchase of a Trip, and the condition of carriage, will be made available to the Client at the latest at the time of the actual booking of the Trip.

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

OE MANAGEMENT COMPANY and/or ARSENALE EXPRESS reserve the right to make changes to the information on the Website and the General Conditions of Registration. In this case, the new version of the General Conditions of Registration shall be available on the Website with an indication of its date of entry into force. Clients are advised to consult the General Conditions of Registration regularly for any changes. In any event, the Client shall only be bound by the version of the General Conditions of Registration in force on the date of the Registration.

3. **THE BOOKING WAITING LIST LA DOLCE VITA ORIENT EXPRESS OFFER - MECHANISM**

Clients registered on the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS will be contacted by OE MANAGEMENT COMPANY once the timetables of the Trips (dates, destinations) are determined and when Trips may be booked. Clients will be contacted before the booking is made available to the public.

Clients registered on the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS will be contacted in the chronological order of their Registration (rule "first registered, first contacted"). If a Client is registered several time, it will be contacted once at a time for each Registration, depending on the rank of each Registration in the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS.

The Client acknowledges that the Trips available for its booking will depend on its chronological rank on the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS and the Trips already booked by other Clients.

Clients will be contacted by email and by phone, at the address and/or phone number provided by the Client at the time of the Registration. If a Client doesn't respond within 48 hours, he will lose its rank in the Booking Waiting List. If a Client doesn't respond, OE MANAGEMENT COMPANY will make 3 attempts during the next fifteen (15) days to reach it. The Client must inform OE MANAGEMENT COMPANY in case of modification of the email address or phone number provided at the time of the Registration. OE MANAGEMENT COMPANY shall not be held liable if the email address/phone number provided by the Client are wrong or no longer valid.

When the Client is contacted by OE MANAGEMENT COMPANY, OE MANAGEMENT COMPANY will present the Trips which may be booked by the Client (dates and destinations), based on the number of Cabins requested at time of the Registration and the availabilities. All the Cabins must be booked in the same Trip. OE MANAGEMENT COMPANY will make the terms and conditions of the booking and purchasing of the Trip, and the conditions of carriage, available for the Client at the same time. Those terms and conditions will be available on the Website.

The Client may put an option on a Trip ("Option") and will have five (5) working days to confirm this Option. If the Client confirms its option, the Client will book and purchase the Trip under the relevant terms and conditions applicable to the Trip. The Deposit will be deducted of the first instalment to be paid for the booking of the Trip. The contractual relationship for the Trip will be subject to another agreement arising directly between the Client and ARSENALE EXPRESSE and, OE MANAGEMENT COMPANY providing booking and customer care service for this agreement.

Beneficiaries of the Trip shall act for personal purposes that do not fall within the scope of their commercial, industrial, artisanal, liberal or agricultural activity.

4. **VALIDITY OF THE REGISTRATION**

The Registration is valid until:

- (i) The Client book a Trip;
- (ii) The Client doesn't confirm its Option within the delay of the five (5) working days;
- (iii) If the Client can't be reach, fifteen (15) days after the first email sent by OE MANAGEMENT COMPANY to Client's.

If the Client does not book a Trip and/or when the Registration become invalid, the Deposit is refundable (see article 7).

Clients whose Registration become invalid for the reason (ii) and (iii) above lose their right to book a Trip through the Booking Waiting List mechanism. They are entitled to request a refund of the Deposit but may not seek any kind of compensation.

5. **DEPOSIT**

The Client must pay a sum of five hundred euros (€500) (all tax included) per Cabin to confirm its Registration. The amount of the Deposit may vary from time to time. The amount applicable is the amount in force at the time of the Registration.

The Deposit is either refundable (see article 7) or deducted on the first instalment for the booking of a Trip.

6. **REGISTRATION PROCESS**

Registration can be made exclusively by calling the Call Center.

To be registered, the Client must provide the operator of the Call Center:

- The number of Cabins for which the Client wants to be registered; the number of Cabin is limited to six (6) per Registration;
- Its contact details (name, postal address, email address, phone number), to which it may be contacted.

Above listed information are mandatory to be registered on the Booking Waiting List LA DOLCE VITA ORIENT EXPRESS. Failure to provide that information may result in OE MANAGEMENT COMPANY being unable to finalize the Registration and to contact the Client.

After confirming the details of its Registration with the operator of the Call Center, the Client will be requested to pay the Deposit to finalize its Registration.

The payment methods (cards, wallet, etc.) can be Visa and Mastercard, American Express, JCB, Diners, China UnionPay, Post Finance, Bancontact, Sofort, iDeal, Przelewy24, PayPal, Alipay, WeChat. This list is subject to change.

For the payment, the Client may:

- (1) communicate its payment data by indicating to the operator directly the bank card number, as well as its expiry date and the visual cryptogram; or
- (1) Request to receive a link via email to a dedicated online payment platform

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 OE MANAGEMENT COMPANY to confirm their Registration and payment method.

Once the payment is confirmed, the Registration is finalized. A confirmation of the Registration will be sent to the Client to the e-mail address provided by the Client.

7. **REFUND OF THE DEPOSIT**

The Client is entitled to ask for a refund of the Deposit at any time (as long as the Deposit has not been deducted from the first instalment paid by the Client when booking a Trip).

To request a refund, the Client may:

- Call the Call Centre :
 - o France: +33 1 87 21 29 40
 - o Italy: +39 (0)2 81 48 03 33
 - o Canada & The Americas: +1 (833) 661 3080
- UK & rest of the World number: +44 203 024 4949
- Send an email to: reservations@orient-express.com

The amount of the Deposit will be generally refund within fifteen (15) days as of the request of the Client, on the same bank card used by the Client to pay the Deposit initially, unless the bank card is no longer valid. In the later case, the Client will provide OE MANAGEMENT COMPANY with new payment details. The refund timing can change depending on the payment method and bank used by the Client.

8. **LIABILITY**

The commitment of OE MANAGEMENT COMPANY and ARSENALE EXPRESS under this agreement is only the Registration of the Client on the Booking Waiting List Trip and, as a consequence, the guarantee for the Client to be contacted by OE MANAGEMENT COMPANY before the opening of the booking of Trips to the public.

OE MANAGEMENT COMPANY and ARSENALE EXPRESS doesn't commit on the launch date of the Train LA DOLCE VITA ORIENT EXPRESS, the number of Cabins which will be available, the timetable of the Trips, on the destination of the Trips, or on the price of the Trips.

Then, the liability of OE MANAGEMENT COMPANY and ARNSERAL EXPRESS cannot be seek if, in particular, the Client is not able to book a Trip at the dates and/or for the destination of its choice.

Furthermore, OE MANAGEMENT COMPANY and ARSENALE EXPRESS cannot be held liable in the event that, for any reason whatsoever, the Train LA DOLCE VITA ORIENT EXPRESS is never launched, and the booking of the Trips is never opened. In this case, Clients will be refund of their Deposit. No compensation will be granted to the Clients.

9. **CONTACT, CUSTOMER SERVICE AND COMPLAINTS**

For any questions related to the Registration (requests for further information, or request of refund), the Client is requested to contact the Call Center directly.

For any comments and/or complaints, the customer service is at your disposal:

- By telephone, Monday to Friday, from 8:00 am to 7:00 pm (Paris time), on 0805 50 40 30 (free service and call);
- By post, to the following address: OE MANAGEMENT COMPANY Center de Contact Clients, 82 rue Henri Farman, CS 20077, 92130 Issy-les-Moulineaux – France.

When dealing with customer service, the Client undertakes to remain courteous and not to make any derogatory remarks about OE 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. OE MANAGEMENT COMPANY, also on behalf of ARSENALE EXPRESS, 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 OE MANAGEMENT COMPANY, the Accor Group entities or its employees or collaborators.

10. **PERSONAL DATA**

When the Client uses the Websites, contact the Call Center or requests information, OE MANAGEMENT COMPANY and the entities of the Accor group process personal data as described in the "[Personal Data Protection Charter](#)".

Thus, the information collected in this context is intended for OE MANAGEMENT COMPANY, the Accor group entities, ARSENALE EXPRESS, its partners and its service providers (especially online payment service providers) for the purposes of executing the Registration, taking pre-contractual measures or answering to Client's requests. Provided that the safeguards required by the applicable regulations have been put in place, the Client's data may be transferred from Europe to countries that do not provide an equivalent level of data protection from the European Union's perspective.

In particular, in order to secure payment transactions, the entities of the Accor Group process personal data to determine the level of fraud risk associated with each transaction. On this occasion, OE MANAGEMENT COMPANY and ARSENALE EXPRESS may use the services provided by the Accor group's risk prevention service provider to refine their analysis. Depending on the results of the analyses carried out, the Accor group may take security measures, in particular requesting the Client to use another booking channel or another payment method. These measures shall have the effect of suspending the execution of the Registration or, if the result of the analysis does not guarantee the security of the payment, of cancelling it. Fraudulent use of a means of payment resulting in a payment default may result in the Client being entered in the Accor group's incident file, which may lead the Accor group to block future payments or carry out additional checks.

The Client may at any time exercise their rights under the General Data Protection Regulation. All relevant information for this purpose is given in the "[Personal Data Protection Charter](#)".

11. **MISCELLANEOUS**

The data-bank entry and acceptance of these General Conditions of Registration constitute an electronic contract between the parties.

The General Conditions of Registration express all the obligations of the parties. No other conditions communicated by the Client may be included therein.

If one or more clauses of the General Conditions of Registration 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 French.

If the General Conditions of Registration are translated into a foreign language, the French 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 OE MANAGEMENT COMPANY and/or ARSENALE EXPRESS may assign these General Conditions of Registration 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 OE MANAGEMENT COMPANY and/or ARSENALE EXPRESS for the future. The Client may not assign the General Conditions of Registration or the rights and obligations attached thereto to third parties without the prior written consent of OE MANAGEMENT COMPANY.

In accordance with Article L.223-1 of the French Consumer Code, 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. 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/>.

12. APPLICABLE LAW AND DISPUTE RESOLUTION

The General Conditions of Registration 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 OE MANAGEMENT COMPANY of the possibility of having recourse, in the event of a dispute relating to these General Conditions of Registration, 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 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 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.
- 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](#).

OE MANAGEMENT COMPANY also informs the Client of the existence of a European Online Dispute Resolution ("ODR") 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 agreement before the court of the place where the Client resides or is habitually domiciled.

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