

Version date [04/11/2024]:

General Terms and Conditions of Carriage "LA DOLCE VITA ORIENT EXPRESS" applicable to all bookings made from the date of publication, until further notice.

## **GENERAL CONDITIONS OF CARRIAGE**

### **La Dolce Vita Orient Express**

ARSENALE EXPRESS S.p.A., is a company incorporated under the laws of Italy, having its registered office at Via Giovanni Amendola no. 46, 00185 Rome (RM), Italy, registered in the Register of Enterprises of Rome under registration number RM-1630029, with fiscal code and VAT number 16033011004 (**ARSENALE EXPRESS**). [Phone: +39 065140003, Email: info@arsenalegroup.com]

ARSENALE EXPRESS is active in the implementation and management of all-inclusive cruise on-rail travel with accommodation and with the identification of certain on-board and off-board activities, which shall be operated by OE Management company on trains with luxury carriages in Italy under the name of "Orient Express La Dolce Vita".

## DEFINITIONS

**OE Management company:** the vendor of the "La Dolce Vita Orient Express" trips in the name and on behalf of ARSENALE EXPRESS and provider of the services of booking and customer care to the Client. "Trip organiser"

**ARSENALE EXPRESS:** the organiser and provider of the "La Dolce Vita Orient Express" trips, the owner of the relevant Train (as defined below) and, therefore, the person in charge for the execution of the **Contract of Carriage:** the contract of carriage, together with any other particular conditions, and the contractual relationship governed by these GCC.

**Contracts of the Trip:** the agreements for the Trip, including the GCS (as defined below) and, if applicable, special conditions and/or eventual additional particular terms and conditions.

**GCS:** the general terms and conditions of sale accessible via the following link: <https://www.orient-express.com/la-dolce-vita/general-terms-and-conditions-of-sale/>

**GCC:** these general terms and conditions of carriage.

**La Dolce Vita Trip(s) or Trip(s):** the luxury cruise on-rail journey with accommodation, which shall be operated by OE MANAGEMENT COMPANY with accommodation carried out by ARSENALE EXPRESS within the project "La Dolce Vita".

**Passenger(s):** the client(s) who make(s) the booking and stipulate(s) the Contract of Carriage, and all the persons indicated in the reservation who are assumed to have read the pre-contractual information and terms of the Contracts of the Trip, including the GCS.

**Train :** the train "La Dolce Vita Orient Express".

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

## PREAMBLE

The purpose of these GCC is to define terms and conditions for carrying out the all-inclusive integrated cruise on-rail service with accommodation and with the identification of certain on-board and off-board activities (or experiences), within "La Dolce Vita" project, designed, made and provided by ARSENALE EXPRESS, which shall be sold in OE Management Company in accordance to the GCS through the Website and the call center managed by OE MANAGEMENT COMPANY.

The Passenger states (i) to act for personal reasons that do not fall within the scope of its commercial and/or professional activity and (ii) to have the full capacity to commit to all the legal acts under these GCC and, in general, in the Contracts of the Trip.

The signing of the Contract of Carriage implies the Passenger's acceptance of the GCS that are an integral part of the Contract of Carriage.

The Passenger is therefore requested to read the GCC together with the GCS carefully, prior acceptance of which is mandatory for the execution of La Dolce Vita Trip. Passengers are advised to print and save these GCC and the GCS using the standard features of their browser and computer.

ARSENALE EXPRESS reserves the right to make changes to these GCC. In this case, the new version of the information and these GCC shall be available on the Website with an indication of its

date of entry into force. Passengers are advised to consult the GCC for any changes. In any case, the Passenger shall only be bound by the version of the GCC in force on the booking date of the La Dolce Vita Trip.

### 3 PRE-CONTRACTUAL INFORMATION

Consider that the Trip's contractual relationship will arise directly with ARSENALE EXPRESS, with the consequences that, save for the obligations deriving from the GCS, OE Management Company is not a contractual party to the Trip.

The Passenger shall be informed prior to the signing of the Contract of Carriage, including during the booking process, about the information listed in Regulation (EU) 2021/782 of the European Parliament and of the Council, where applicable, and in these GCC, which include, in particular, the terms and conditions for using, cancelling, transferring and modifying the carriage service.

La Dolce Vita Trip is governed by national regulations applicable to passenger carriage services by private operators and is also regulated by the measures adopted by the relevant carriage regulatory authority.

La Dolce Vita Trip shall not under any circumstances be considered as a local public carriage service or line service. For this reason, no obligation to contract is imposed by law and Article 1679 of the Italian Civil Code does not apply and therefore, ARSENALE EXPRESS may, at its sole discretion, deny access on board to persons who do not comply with the on-board eligibility codes available to the public on the Website.

In particular, ARSENALE EXPRESS may deny access on board to persons who:

- (a) are not in compliance with police and security, customs and health formalities required for travel, such as passport, ID card or other identification document, residence permit, parental authorisation (in case of minors), visa, medical certificate, vaccination record;
- (b) are in the conditions referred to in Article 5.5 of these GCC and have not complied with the terms and conditions set forth therein.

### 4 SERVICES

#### 4.1 The Trip.

La Dolce Vita Trip, includes the following services (the **Services**):

- 1.1.1.1. Rail transport between the destinations offered on the Website;
- 1.1.1.2. Accommodation on board the Train;
- 1.1.1.3. Full catering service (breakfast, lunch, dinner) with the exception of the à la carte / paid items as indicated on the Website;
- 1.1.1.4. For information only, the stopover cities of the Train.

The Trip might also include activities as described on the Website.

The amount due as well as the method of payment is detailed in the GCS and on the Website, to which express reference is made.

In any case, these services shall be carried out by staff with adequate technical-organisational knowledge needed for the full carrying out of these services. The staff on-board shall be easily recognisable (the **Staff On-Board**).

Due to the Trip being a train journey with accommodation, the duration of the Trip depends on the cities of departure and destination and therefore cannot be changed by the Passenger, unless the Passenger decides to interrupt the Trip during one of the Train's stopovers. In this case, in light of the nature of the Trip and therefore of the material organisational commitments and costs that the Trip requires to ARSENALE EXPRESS, the full price of the Trip shall be retained by ARSENALE EXPRESS, without the possibility of the Passenger obtaining a refund for the part of the Trip they have not taken.

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

Due to the indivisible nature of the product offered, which is sold at a global price, the Passenger is informed that it is not possible to purchase the catering and/or accommodation and/or activity (or experience) services separately (except in very specific cases), i.e. without the main carriage service.

The Trip is understood to be "per unit", the Passenger shall share the cabin with another Passenger registered on the same Contracts of the Trip and/or booking number. A Passenger who is registered individually on the Contracts of the Trip and/or booking number shall be accommodated in a cabin at an additional cost.

The essential features, dates of availability, price, options offered and payment conditions applicable to the selected fare (warranty policies, cancellation conditions, etc.) are listed in the GCS which is available on the Website.

#### 4.2 Additional services

Any potential additional services purchased during the Trip which are not part of the price of the Trip, are subject to an independent contract, separate from any Trip sold for a lump sum.

## 5. **CONDITIONS OF CARRIAGE**

### 5.1 Travel documents

Notwithstanding what is provided in Article 3 of these GCC, the Passenger must be in possession of a valid travel document before boarding the relevant train. The travel document shall be issued in accordance with the GCS which are known and signed at the same time as these GCC. Travel documents are valid for the dates and only for use between the points of departure and destination (or stopover, see paragraph 5.3. below) shown on the travel document and only by the route or routes shown on the travel document.

Travel documents remain the property of ARSENALE EXPRESS and if the Passenger does not comply, even partially, with the GCC and the GCS, the travel document may be withdrawn or invalidated by us or the Staff On-Board or suppliers or agents and, unless otherwise provided by a mandatory provision of law, the Passenger shall not have the right to receive any refund.

### 5.2. Boarding, disembarking or changing trains

Passengers boarding, disembarking or changing trains during the Trip shall ensure that they:

- (i) board the correct train;
- (ii) if relevant, travel in the correct part of the train;
- (iii) disembark from the train at the correct destination, including any destination where it is necessary to change onto a different kind of transport;
- (iv) keep their own valuables at all times (except luggage which has been checked-in with the Staff On-Board);

(v) check-in according to the Staff On-Board and/or suppliers advice and be ready to board the train (having loaded all luggage to be deposited with the Staff) at (or before) the time shown on the travel document;

(vi) get off the train immediately after arriving at the destination and (if applicable) to remove all luggage. If the Passenger needs assistance for getting on/off the train, they should notify us at least 30 days before departure, in order to make proper arrangements (please also see paragraph 5.5. below).

The train shall not delay departures and no action shall be taken for late boarding and it shall not be responsible for any loss or delay during the Trip arising from any failure to comply with any of points (i – vi) above. If the Passenger misses the train, or is refused boarding, the Passenger shall be treated as if they had cancelled without notice (and cancellation charges may apply – see CGS). If the case may be, the Passenger will be contacted to retrieve its luggage.

### 5.3. Stopovers

If the Passenger stops the carriage apart from permitted cases, in light of the disruption caused that is incompatible with a Trip of luxury and exclusive nature and the consequent material negative impact on the trip experience of the other passengers and the reputation with them of ARSENALE EXPRESS, they shall not be entitled to onward carriage or to a refund or any other compensation.

### 5.4. Special dietary requirements

The Passenger shall notify of any dietary and/or food requirements (e.g. allergies, intolerances, etc.) no later than 30 days before departure.

### 5.5. Disabilities and medical-health conditions

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 like the Trip, the Passenger shall communicate any 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, disabilities or reduced mobility/sensory decrease problems that could make them ineligible for rail transport and/or for the Trip, providing full details of the persons concerned.

Within 5 (five) working days after the booking finalisation, the Passenger who has communicated any of the circumstances above shall be contacted by the customer service, 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 Trip despite the existence of the so-communicated circumstances. Without prejudice to the foregoing, if the Passenger'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 Passenger may proceed to the reservation only by simultaneously booking also for the additional Passenger who has to provide assistance for the entire duration of the Trip.

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

If your fitness to travel may be in doubt as a result of recent illness, surgery, injury, medical treatment, or an existing medical condition that may require treatment or assistance on board, the passenger must (i) provide us with an up-to-date certificate from their doctor no later than 5 days prior to departure, certifying that they are fit to travel and , if the case, (ii) be accompanied by another passenger who is able to provide them with all the appropriate assistance they may need. ARSENALE EXPRESS reserves the right to refuse boarding and carriage to the passenger (and no refund or compensation shall be paid) if (a) the relevant condition arises or is communicated later than 5 days

prior to departure, (b) the Passenger has not provided the applicable certificate by the abovementioned time-limit, and/or (c) the Passenger is not accompanied by a suitable person, and/or if there is no availability to accommodate the accompanying person.

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

#### 5.6. Passport, Visa and Immigration Requirements and Health Formalities

Notwithstanding what is provided in Article 3 of these GCC, the Passenger, at the time of departure, must comply with passport, visa and health (including vaccination and vaccination certificate requirements) and immigration requirements applicable to the chosen itinerary. See the CGS for more details on this topic.

#### 5.7. Behavior

All Passengers are expected to be properly dressed, to conduct themselves in an acceptable manner and not disturb the enjoyment of other passengers, in each case in a way appropriate to the luxury and exclusive nature of the Trip. If the Passenger's behaviour (or any items carried by him/her) cause or are likely to cause distress, danger or annoyance to other passengers or any third parties or damage to the train or to the Staff On-Board, or to cause a delay or diversion to the La Dolce Vita Trip, or violation of any applicable law or regulation, the company may immediately terminate the Contracts of the Trip.

In the event of such termination and unless otherwise provided by a mandatory provision of law, ARSENALE EXPRESS may refuse boarding or require the Passenger to leave the Train or other service at the first available station, without any refund of amounts paid.

ARSENALE EXPRESS is not responsible for paying any termination-related expenses or costs. However, the passenger may be liable for any losses or damages caused by their actions. Payment for any such losses or damages must be made directly to ARSENALE EXPRESS or the relevant supplier. Failure to make payment will result in the passenger being responsible for, among others also for:

- (i) Costs related to any damage or injury to ARSENALE EXPRESS's staff, property, servants, or agents.
- (ii) Claims, including legal costs, made against ARSENALE EXPRESS due to the passenger's actions, along with all costs incurred by ARSENALE EXPRESS in pursuing and/or challenging such claims.

ARSENALE EXPRESS and/or OE MANAGEMENT COMPANY cannot be considered responsible for the actions or behaviour of other passengers or third parties with whom ARSENALE EXPRESS and/or OE MANAGEMENT COMPANY does not have any agreement.

#### 5.8. Luggage

Unless otherwise agreed in advance, luggage allowance per passenger is as follows:

Each Passenger shall carry two pieces of luggage, the first one (sized 55x40x23 cm maximum), to be carried in the cabin, and the second one (sized 149x119x171 maximum) to be stored in the cargo hold and available to the Passenger upon request to the Staff On-Board.

The Passenger is aware that any additional pieces of luggage may be allowed and may be stored in a specific area, at the disposal of ARSENALE EXPRESS, located in the departure station, only if he/she has previously asked ARSENALE EXPRESS for it within 3 days before the departure date of the trip.

Luggage must be properly labelled and contain the following Passenger's details: name, destination address and cabin number.

Luggage must not contain dangerous or illegal items, likely to harm or annoy other passengers, or be otherwise unsuitable.

Luggage deposited with ARSENALE EXPRESS must not contain (and ARSENALE EXPRESS shall not be responsible for) frail or perishable items, cash, jewellery, precious metals, or other valuables (including, but not limited to, bearer bonds, business documents, trade secrets or samples).

ARSENALE EXPRESS shall accept the carriage of luggage in compliance with all applicable laws, regulations, and conditions of carriage.

The Passenger shall be responsible for supervising any luggage which is not deposited.

Staff On-Board may inspect any luggage in order to verify compliance with these GCC.

The Passenger is required to fully and promptly comply with any instructions - concerning his or her luggage - given by the Staff On-Board or by security authorities.

ARSENALE EXPRESS may refuse carriage to any Passenger whose luggage does not comply with these GCC, in which case, the Passenger shall not be entitled to any refund.

ARSENALE EXPRESS shall not be required to:

- (i) verify that a person claiming luggage is the owner of such luggage or otherwise entitled to take delivery of it;
- (ii) verify that luggage complies with these GCC;
- (iii) hand over any luggage to any person unless the person claiming it can demonstrate to our satisfaction that they are entitled to take delivery of such luggage;
- (iv) store any luggage not collected promptly upon request.

ARSENALE EXPRESS may destroy, sell, otherwise dispose of or charge for storage of any luggage not collected on completion of carriage.

In case of loss or any damage to luggage, the Passenger should inform ARSENALE EXPRESS immediately. ARSENALE EXPRESS shall not be liable for any damage to luggage occurred after their pick up by the Passenger and/or the end of the Trip.

Porters at railway stations, are not employees of ARSENALE EXPRESS and consequently the Passenger shall use their services entirely at their own risk. Trolleys and other equipment available for passenger use at railway stations and ports are not the property of ARSENALE EXPRESS and consequently the Passenger shall use such equipment entirely at their own risk.

#### 5.9. Cabins (Suite, Deluxe and La Dolce Vita Suite)

ARSENALE EXPRESS have the right to allocate cabins and berths at its sole discretion and in compliance with these GCC, to alter any bookings and assign to the Passenger, cabins and/or berths in compliance with the class of accommodation which has been booked.

#### 5.10. Security on board

Upon request by the Staff On-Board or suppliers, the Passenger shall show the travel document on board the train and at the station, at checkpoints and/or during control activities including preventive and/or filtering activities for security reasons and anti-fraud policies, as well as, where necessary, a valid ID document.

During the process of control operations, each Staff On-Board member is a public official and the rules established by Presidential Decree No. 753 dated 11<sup>th</sup> July 1980 - "New rules on police, safety and regularity of the operation of railways and other transport services" shall apply.

## 6. PASSENGERS' OBLIGATIONS

The Passenger shall comply with the requirements and rules established by the laws and regulations regarding rail transport.

The Passenger should comply, in particular, with the provisions of the Presidential Decree No. 753 dated 11<sup>th</sup> July 1980 - "New rules on police, safety and regularity of the operation of railways and other carriage services".

The Passenger shall ensure to:

- (i) travel in the correct part of the train;
- (ii) disembark from the train at the correct destination;
- (iii) keep their own possessions at all times (except for checked luggage);
- (iv) check-in OE Management Companying to the Staff and/or suppliers advise and be ready to board the train at (or before) the time shown in the travel document.

If the Passenger needs assistance for getting on/off the train, they should notify us at the booking; in case of information not available at the booking, we should be provided with the relevant information at least 30 days before departure, in order to make proper arrangements. The Train shall not delay departures arrange any late boarding and it shall not be responsible for any loss or delay during the journey arising from any failure to comply with any of the points (i – iv) above.

Notwithstanding the above, at the stations the Passenger shall:

- (i) show the travel document and, if necessary, their ID documents to ARSENALE EXPRESS staff who request it;
- (ii) follow the instructions provided by ARSENALE EXPRESS staff, the station manager and the infrastructure manager;
- (iii) observe customs regulations, those of any other administrative authority, and regulations concerning the use of railway facilities and services;
- (iv) comply with all specific train access conditions, including the prohibition not to cross yellow lines on platforms;
- (v) respect the smoking ban;
- (vi) use necessary precautions and watch over the safety and security of themselves, people, animals and things in their custody.

On board of the Train (or other vehicle included in the Trip or other service), the Passenger shall:

- (a) follow the instructions provided by the ARSENALE EXPRESS Staff On-Board;
- (b) comply with safety regulations when boarding and disembarking from trains (or substitute services);
- (c) show the travel document and, if necessary, their ID documents to the Staff On-Board who request it;
- (d) not get on or off at stops which are not in the Trip's itinerary;
- (e) occupy seats in accordance with the service/class (Suite, Deluxe and La Dolce Vita Suite) purchased;
- (f) not stand in vestibules, in intercommunicating passages between coaches, on steps for boarding and disembarking passengers, in toilets;
- (g) not access the "Staff On-Board only" areas;

- (h) not operate alarms or emergency devices when not necessary;
- (i) not damage, degrade, or soil the coaches and train environment, as well as their furnishings and accessories;
- (l) comply with the smoking ban, including the ban on electronic cigarettes;
- (m) not make use of the not closed-circuit toilets during train stops at stations;
- (n) generally, use all necessary precautions and be vigilant for the safety and security of themselves, persons, animals and property in their custody.

The Passenger shall take care of the safekeeping of their luggage, placing it in the dedicated spaces, making sure that it does not cause obstruction and/or damage to persons and properties.

ARSENALE EXPRESS shall not be liable for the consequences of failure to comply with the abovementioned rules, nor in case of theft of luggage.

## **7. MINORS**

Minors 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 parents, they shall have permission from the minor's parents, in compliance with any applicable law.

Infants under the age of two at the time of the trip are only allowed in a Suite cabin (and/ or higher class) and they may travel for free.

Minors under the age of sixteen (16) must be accompanied by an adult in their 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. CANCELLATION, MODIFICATION AND TRANSFER CONDITIONS**

The cancellation, modification and transfer conditions set forth by the GCS - summarized in the charts provided as Annex 1 of these GCC, annex that is an integral part of this clause - shall apply.

## **10. LIABILITY**

### **10.1 Liability regime**

ARSENALE EXPRESS shall be liable for the performance of the services provided in the execution of the Contract of Carriage, whether these services are performed by itself or by other suppliers, without prejudice to its right of recourse against them.

However, unless otherwise provided by a mandatory provision of law, ARSENALE EXPRESS may be exempted from all or part of its liability if it can prove that the damage is attributable either to the passenger or to a third party not involved in the provision of the travel services included in the Contract of Carriage, or to exceptional and unavoidable circumstances.

Insofar as international conventions circumscribe the conditions under which compensation is payable, the same limits apply to the organiser or to the retailer.

In particular, the Passenger has to be aware that the international rules applicable to the carriage of passengers by rail may limit or exclude the liability of ARSENALE EXPRESS in case of delay and loss of or damage to luggage.

Any sum received by the Passenger, in particular by way of a refund, shall be deducted from the other sums to be paid by way of compensation.

ARSENALE EXPRESS shall not be liable for any damage, loss or expense that could not be foreseen at the time of booking the Trip. For sake of clarity, ARSENALE EXPRESS shall not be liable for the delays due to railway infrastructure issues and consequent changes/cancellations of all or parts of the Trip or damages resulting from delays in the end of the Trip.

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

#### 10.2 Partial non compliance

The Passenger is requested to inform ARSENALE EXPRESS and/or suppliers and/or Staff On-Board, as soon as possible in view of the circumstances of the case, of any non-compliance found during the Trip, so that it may be remedied as soon as possible.

If any element of the Trip is not carried out in OE accordance with the Contract of Carriage, ARSENALE EXPRESS shall remedy the non-compliance, unless this is impossible or involves disproportionate costs, taking into account the significance of the non-compliance and the value of the travel services concerned. If the non-compliance cannot be remedied, the traveller may request a discount and, in the event of separate damage, damages pursuant to the applicable regulatory laws.

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

#### 10.3 OE MANAGEMENT COMPANY's liability

See the GSC for the provisions applicable to OE MANAGEMENT COMPANY's liability as regard the execution of the Contracts of the Trip.

### 11. **CUSTOMER SERVICE AND COMPLAINTS**

In relation to any matter concerning anything covered under this Contract of Carriage, the Passenger may contact the call center managed by OE Management Company (reservations@orient-express.com).

In the event of an illness or special needs during the Trip, Passengers shall contact the following phone numbers managed by ARSENALE EXPRESS [+39 065140544].

### 12. **PERSONAL DATA AND CODE OF ETHICS**

#### 12.1 Data processing by OE Management Company

When the Client uses the Website or calls the Call Center, in particular when making a booking, OE Management Company, as an entity of the Accor group, shall process personal data under the conditions described in the "*Personal Data Protection Charter*" which can be accessed under the heading "*your personal data and your right*" in the bottom of the Website, at the bottom of the confirmation e-mail received by a Client after the reservation or by clicking on the following link: <https://www.orient-express.com/la-dolce-vita/legal-information/>.

The Client is informed, on each of the personal data collection forms, of the compulsory or optional nature of the answers and information by the presence of an asterisk.

Failure to provide information identified as compulsory may result in OE Management Company being unable to register a booking, manage the Client's participation in the loyalty programme and handle the Client's complaints.

Thus, the information collected in the context of the Client's booking is intended for OE Management Company, its entities, its partners, and its service providers (especially online payment service

providers) for the purposes of making the booking or taking pre-contractual measures. 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 order to secure payment transactions, OE Management Company implements, in particular, a processing of personal data meant to determine the level of fraud risk associated with each transaction. At this time, OE Management Company 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 booking or, if the result of the analysis does not guarantee the security of the order, of cancelling it. Fraudulent use of a means of payment resulting in a payment default may result in the Client being entered in the OE Management Company's incident file, which may lead the OE Management Company 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 Customer *personal data Protection Charter*. (<https://all.accor.com/security-certificate/index.en.shtml>)

#### 12.2 Data processing by OE Management Company and the hotels and hospitality trains operated under the Orient Express brands (in particular ARSENALE EXPRESS) acting as joint controllers

As provided by section 7 of the *Customer Personal Data Protection Charter*", the Client's data related to his/her stays, preferences, satisfaction and, if the case may be, loyalty program membership are shared between OE Management Company and the hotels and hospitality trains operated under the Orient Express brands or under licence (including ARSENALE EXPRESS). This data is used to improve the quality of service and the Client's experience in each of these hotels and hospitality trains. In this context, the Client's data is processed jointly by OE Management Company and these hotels and hospitality trains. In order to pursue this legitimate interest, whilst safeguarding the Client's rights and liberties, a specific joint controllership agreement describes the obligations and responsibilities of OE Management Company and these hotels and hospitality trains. The Client may, at any time, object to the sharing of this data between the hotels and hospitality trains and OE Management Company by contacting the Data Privacy department whose details appear in the clause "Your rights" of the *Customer personal Data Protection Charter*". The Client can also request a summary of the key points of the joint controllership agreement.

#### 12.3 Data processing by ARSENALE EXPRESS

OE Management acts as the distributor of the "La Dolce Vita Orient Express" trips in the name and on behalf of ARSENALE EXPRESS, therefore, Client is also informed that the data collected in the context of its 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 data as an independent data controller for providing Clients 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 with the information concerning the processing of his/her personal data in the context of the Trip available by clicking on the following link: [www.arsenaleexpress.com/booking\\_privacy\\_policy\\_EN.pdf](http://www.arsenaleexpress.com/booking_privacy_policy_EN.pdf)

### **13. MISCELLANEOUS**

The data-bank entry and acceptance of this Contract of Carriage as well as the GCS constitute an electronic contract between the parties, which is evidence of the booking of the Trip and the fact that the amounts due for the execution of the booking are payable.

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

The Passenger recognises and agrees that ARSENALE EXPRESS may assign these GCC and all rights and obligations hereunder to third parties without the prior written consent of the Passenger.

#### **14. APPLICABLE LAW**

The Contract of Carriage is governed under the laws of France.

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### Annex 1

<b>INDIVIDUALS (Booking less than 12 paying passengers)</b>	<b>Payment</b>	<b>Cancellation Indemnification</b>	<b>Modification</b>
At time of confirmation more than 120 days before departure	25% (deposit)	25% up to 121 days before departure	Change of date: one for free then 200€ per change  Transfer subject to actual costs of transfer  Change of itinerary is considered as cancellation
120 days before departure	100% (deposit + balance)	50% between 120 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>OE MANAGEMENT COMPANYz shall do its utmost to accommodate any request by the Client to change the Trip, 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>			

<b>GROUPS (Booking equal or more than 12 paying passengers)</b>	<b>Payment</b>	<b>Cancellation Indemnification</b>	<b>Modification</b>
At time of confirmation more than 120 days before departure	25% (deposit)	25% up to 121 days before departure	No amendment of date or itinerary is allowed.  Transfer subject to actual costs of transfer
120 days before departure	100% (deposit + balance)	50% between 120 days and 61 days	No amendment of date or itinerary is allowed.  Transfer subject to actual costs of transfer
60 days before departure	N/A	100% less than 60 days before departure	Final number of passengers to be provided.

			Transfer subject to actual costs of transfer
30 days before departure	N/A	N/A	Names of the passengers to be provided Transfer not allowed

<b>FULL TRAIN BOOKING</b>	<b>Payment</b>	<b>Cancellation indemnification</b>	<b>Modification</b>
At time of confirmation more than 180 days before departure	25% (deposit)	25% up to 181 days before departure	No amendment of date or itinerary is allowed. Transfer subject to actual costs of transfer
180 days before departure	50% (deposit + additional instalment)	50% 180 days to 121 days prior departure	No amendment of date or itinerary is allowed Transfer subject to actual costs of transfer
120 days before departure	100% (deposit + additional installment + balance)	100% from 120 days before departure	No amendment of date or itinerary is allowed Transfer subject to actual costs of transfer
30 days before departure	N/A	N/A	No amendment of date or itinerary is allowed Transfer not allowed