

Version dated [04/10/2024]:

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

## GENERAL TERMS AND CONDITIONS OF SALE BUSINESS TRAVEL

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

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## 1. DEFINITIONS

**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, customer care to the Client.

**Accor:** is a public limited company, registered with the Trade and Companies Register of Nanterre under the number 602 036 444, whose registered office is located at 82 Rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux – France.

**ARSENALE EXPRESS:** the organiser and provider of the " La Dolce Vita Orient Express" trips, the owner of the Train (as defined below) and, therefore, the subject in charge for the execution of the Trip (as defined below). Address, phone number and e-mail address

**Client(s):** the company(ies) who makes the booking and stipulates the Contract on its behalf and on behalf of the Participants, for purposes relating to its/their trade business, craft or profession.

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

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

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

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

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

**GCS or General Conditions of Sale:** these general terms and conditions of Sale for Business Travel.

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

**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 ».

Trip(s) or La Dolce Vita Trip(s): the luxury cruise on-rail journeys with accommodation on board "La Dolce Vita Orient Express".

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

## 2. PREAMBLE

The purpose of these General Conditions of Sale is to define the terms and conditions under which the Client(s) book and purchase the Trip(s) through the Website managed by OE Management Company in its name and on the behalf of the Participants. These General Conditions of Sale applies to the book and purchase of Trip(s) by legal persons who are acting for purposes relating to their trade business, craft or profession.

The signing of the Contracts of the Trip implies the Client's acceptance of the GCS (version in force at the time of booking). As the Trip consists of carriage by train with accommodation, the GCC accessible via the following link: [General Terms and Conditions of Carriage | La Dolce Vita Orient Express. \(orient-express.com\)](https://www.orient-express.com/la-dolce-vita-orient-express) the main part of the Contracts of the Trip. The signing of the Contracts of the Trip by the Client implies the Participants' acceptance of the GCC.

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

OE management company reserves the right to make changes to the information on the Website. OE Management Company reserves the right to make changes to the General Conditions. In this case, the new version of the General Conditions shall be available on the Website with an indication of its date of entry into force. Clients are advised to consult the General Conditions regularly for any changes. In any event, the Client shall only be bound by the version of the General Conditions in force on the booking date of the Trip.

These General Conditions of Sale do apply to the services mentioned in these GCS, also as sold as part of a full train booking or sold to groups of more than eleven (11) paying passengers, with the differences from time to time specified in these GCS.

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

## 3. PRE-CONTRACTUAL INFORMATION

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

OE Management Company will provide the booking and customer care service to the Client, regulated by the present agreement. The price of the abovementioned service is included in the price of the Trip, as an ancillary service of the main transport service.

The Client acknowledges that throughout the booking process, their sole point of contact is OE Management Company and during the course of the journey, their point of contact will be ARSENALE EXPRESS.

#### 4. SERVICES

##### The Trip

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

Rail transport service on board the Train between the destinations offered on the Website as indicated – with the relevant time of departure and price – in the information of booking that the Client shall receive by e-mail.

Accommodation on board the Train.

Full catering service (breakfast, lunch, dinner) with the exception of the *a la carte*/paid items indicated as such on Website.

For information only, the stopover cities of the Train.

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

Catering and accommodation services, provided as a part of the rail passenger transport, cannot be purchased separately from the main carriage service, regulated by the GCC, which in fact constitutes the main service of the Trip. Therefore, from an Italian VAT perspective, all of these indivisible services should not be considered as separate services in their own right due to the fact that they are strictly instrumental and ancillary to the carriage service sold to the Client according to the Circular Letter No. 37/E/2011.

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 Client, unless the Client chooses 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 the full price of the Trip shall be retained, without the possibility of the Client to obtain a refund for the part of the Trip not taken.

Each of the Trips constitutes a unique and indivisible product, the content of which is detailed on 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 Client is informed that it is not possible to separately purchase the catering and/or accommodation, i.e. without the main carriage service.

The Trip is understood to be “per unit”, the Participant shall share the cabin with another Participant registered on the same Contract and/or booking number. A Participant who is registered individually on the Contract 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, 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 OE Management Company concerning their stay of a Participant, at least one week before departure. The request shall be dealt with on a case by case basis and shall be subject to confirmation of written acceptance of the request from OE Management Company, based on its possibilities.

The Client is requested to inform OE Management Company (at least 30 days prior to departure) of any special dietary requirements of one or more Participants, so that they can be taken into account as far as possible during the Trip. The Client is informed that due to the constraints of the Trip, it shall not always be possible to offer an alternative meal to the concerned Participants. However, they shall be informed of any meals which should be avoided.

#### Specific and additional services

At the Client’s request, specific services for corporate events may also be included in the services offered to the Client and the Participants and may be requested until the date of the departure. They will be subject to quotation and subject to the availability of such services. Those services will be the subject of an independent agreement.

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

## **5. BOOKING PROCESS**

The Client shall book the Trip using the booking services provided by OE 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 Call Center operated by OE Management Company during the opening days and hours. The phone number of the Call Center is IT: +39281480333 / UK: +442030244949 / US: +1833 661 30 80 / FR: +33187212940
- Step 2: The Client indicates to OE Management Company the criteria of the Trip: destination, dates and number of passengers; based on those criteria, OE Management Company communicates to the Client the Trips which are available for booking.
- Step 3: If the Client chooses to book a Trip, OE Management Company will confirm to the Client the details and features of the Trip:

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

Step 4: The Client communicates to OE Management Company its contact information to finalize the booking, including the names of the Participants.

Step 5: The Client must process to the payment as provided by article 11. The Client may:

(i) communicate their payment data by indicating to OE 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 Trip by the Client.

Step 6: By processing to the payment, the Client confirms:

(i) their booking of the Trip as detailed by OE Management Company in Step 3;

(ii) its acceptance of the General Conditions.

Step 7: Subject to the confirmation of the payment of required sums as provided by article 11, confirmation of the Trip booking is sent by email to the Client which summaries all the booking's information and constitutes the signature of the Contract including the Contract of Carriage between the Client and ARSENALE EXPRESS.

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

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 Client shall communicate to OE Management Company, which will in turn communicate to ARSENALE EXPRESS, medical conditions of the Participants 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. The Client shall provide full details of the Participants concerned.

Within 5 (five) working days after the booking finalisation, the Client who has communicated any of the circumstances above shall be contacted by ARSENALE EXPRESS, which will be entitled to confirm or not the relevant booking based on the availability on the Train and on the possibility to ensure a level of service appropriate for a luxury and exclusive experience on a train like the Trip despite the existence of the so-communicated circumstances. Without prejudice to the foregoing, if the Participant's disability and particular medical-health conditions allow him/her to travel on board the train only with a companion who would assist him/her, the Client may proceed to the reservation only by simultaneously booking also for the additional Participant who has to provide assistance for the entire duration of the Trip.

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

## 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 (2) 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 its cabin.

## 8. PETS

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

## 9. TRAVEL DOCUMENTS - ADMINISTRATIVE AND HEALTH FORMALITIES

### 9.1. List of Participants

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

### 9.2. Travel documents

The Client will receive by email 21 days prior the date of its departure, a summary of its Trip and the GCC. This email shall be used by the Participant as its Travel Document.

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

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

### 9.3. Administrative and health formalities

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

French nationals are advised to consult the following link for more information on passport requirements: <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/informations-pratiques>.

Italian nationals are advised to consult the following link for more information on passport requirements: [https://www.esteri.it/it/servizi-consolari-e-visti/ingressosoggiornoinitalia/passaporti\\_documenti/](https://www.esteri.it/it/servizi-consolari-e-visti/ingressosoggiornoinitalia/passaporti_documenti/)

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). [Conseils aux Voyageurs - Ministère de l'Europe et des Affaires étrangères \(diplomatie.gouv.fr\)](https://diplomatie.gouv.fr) or:

Viaggiare Sicuri (Italy Diplomatie website);

Travel advice - Italian Ministry of Foreign Affairs.

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

Nationals of foreign countries shall obtain information, prior to booking, from the competent authorities of their country of origin, as well as the countries of departure, destination or stopover, on the conditions under which they may stay and transit in these countries and on the formalities and documents that are required for the Trip.

ARSENALE EXPRESS may refuse boarding and terminate the Contracts of the Trip of any person who cannot present the documents required for the Trip and the crossing of borders.

The Client is solely responsible for communicating this information to the Participants and for ensuring that they comply with Formalities mentioned above. OE Management Company and ARSENALE EXPRESS shall not be held liable if a Participant is unable to carry out all or part of the Trip due to non-compliance with the Formalities. The price paid shall not be refunded under any circumstances.

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

In the cases of cancellation or modification mentioned below and summarized in the charts provided as Annex 1 of these GCS, annex that is an integral part of this clause, ARSENALE EXPRESS reserves the right to request and/or retain the following amounts as a form of lump-sum compensation (i.e., indemnification).

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

The conditions of the Cancellation by the Client are different if in a context of booking for Individual's Trip, Group's Trip or a Full train booking, as all defined below and summarized in the charts provided in Annex 1 of these GCS. Annex 1 is an integral part of this clause.

Cancellation of any experience not included in the Trip is regulated by the conditions provided by the relevant supplier.

The Client has the right to cancel the Contracts of the Trip before the start of the Trip without paying an indemnification if exceptional and unavoidable circumstances occur at or in the immediate vicinity of the destination, which have a significant impact on the performance of the trip contracts or on the transport of passengers to the destination (e.g. hurricane, earthquake,



attack, war and, or sake of clearness, the Client is informed that such circumstances do not include the circumstance that the Client is or becomes subject to any national or international sanctions). In this case, the Client is entitled to a full refund of payments made but not to additional compensation.

Where applicable the difference between the sums paid by the Client and the indemnification shall be refunded within fifteen (15) days of the cancellation by the Client.

Insurance benefits are non-refundable and non-cancellable.

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

#### 10.1.a. Cancellation by Individuals (less than 12 Participants)

The Client is entitled to cancel the Contracts of the Trip at any time before the start of the Trip, but, in this case, the Client shall be required to pay the following indemnification including tax (e.g. VAT) equal to:

- Twenty-five percent (25%) of the price including tax (e.g. VAT) of the Trip in case of cancellation one hundred and twenty-one (121) days or more before the departure date;
- Fifty percent (50%) of the price including tax (e.g. VAT) of the Trip in case of cancellation between one hundred and twenty (120) and thirty-one (31) days before the departure date;
- One hundred percent (100%) of the price including tax (e.g. VAT) of the Trip in case of cancellation within thirty (30) days before the departure date.

#### 10.1.b. Cancellation by Groups (equal to or more than 12 Participants)

The Clients are entitled to cancel the Contracts of the Trip at any time before the start of the Trip, but, in this case, the Client shall be required to pay the following indemnification including tax (e.g. VAT) equal to:

- Twenty-five percent (25%) of the price including tax (e.g. VAT) of the Trip in case of cancellation one hundred and twenty-one (121) days or more before the departure date;
- Fifty percent (50%) of the price including tax (e.g. VAT) of the Trip in case of cancellation between one hundred and twenty (120) and sixty-one (61) days before the departure date;
- One hundred percent (100%) of the price including tax (e.g. VAT) of the Trip in case of cancellation within sixty (60) days before the departure date.

#### 10.1.c. Cancellation in the context of a full train booking.

The Clients are entitled to cancel the Contracts of the Trip at any time before the start of the Trip, but, in this case, the Clients shall be required to pay the following indemnification including tax (e.g. VAT) equal to:

- Twenty-five percent (25%) of the price including tax (e.g. VAT) of the Trip in case of cancellation one hundred and eighty-one (181) days or more before the departure date;
- Fifty percent (50%) of the price including tax (e.g. VAT) of the Trip in case of cancellation between one hundred and eighty (180) and one hundred and twenty-one (121) days before the departure date;
- One hundred percent (100%) of the price including tax (e.g. VAT) of the Trip in case of cancellation within one hundred and twenty (120) days before the departure date.

#### 10.2. Cancellation by ARSENALE EXPRESS

ARSENALE EXPRESS may cancel the Contracts of the Trips and refund the Client in full for the payments made if:

(i) The Train's occupancy rate is not sufficient to ensure the luxury and exclusive nature of the Trip, or if the Trip cannot be carried out for reasons attributable to ARSENALE EXPRESS. In these cases, in addition to the refund of the payments made, the Client will be entitled to a voucher in accordance with the provisions of Annex 2;

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

It can be possible to propose to the Client a postponement or modification of the Trip as an alternative to the cancellation and refund (plus voucher, if any) 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 OE Management Company.

#### 10.3. Modification by the Client

OE Management Company 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.

The conditions of the Modification by the Client for individual bookings, groups or full train booking are defined below and summarized in the charts provided as Annex 1 of these GCS. Annex 1 is an integral part of this clause.

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

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

Change of any experience not included in the Trip is regulated by the conditions provided by the relevant supplier.

##### 10.3.a. Modification by Individuals (less than 12 Participants)

In any event, the following indemnification excluding tax (e.g. VAT) shall apply to modifications concerning a change of date:

- One (1) for free then two hundred euros (200€) per change of Trip in the event of changes made one hundred and twenty-one (121) days or more before the departure date;
- Fifty percent (50%) of the Trip price in case of modification between one hundred and twenty (120) and thirty-one (31) days before the departure date;

- One hundred percent (100%) of the Trip price in case of modification within thirty (30) days before the departure date.

In any event, the following indemnification excluding tax (e.g. VAT) shall apply to modifications concerning a change of itinerary:

- Twenty-five percent (25%) of the Trip in the event of changes made one hundred and twenty-one (121) days or more before the departure date;
- Fifty percent (50%) of the Trip price in case of modification between one hundred and twenty (120) and thirty-one (31) days before the departure date;
- One hundred percent (100%) of the Trip price in case of modification within thirty (30) days before the departure date.

#### 10.3.b. Modification by Groups (equal to or more than 12 Participants)

No amendment of date or itinerary is allowed.

OE Management Company shall be provided with the final number of Participants at the latest sixty (60) days before departure and with the final names of Participants at latest thirty-one (31) days before departure. Reduction of number of Participants in a maximum amount of 10% could be possible for free up to sixty (60) days before departure.

#### 10.3.c. Modification in the context of a Full train booking.

No amendment of date or itinerary is provided.

OE Management Company shall be provided with the names of Participants at latest thirty-one (31) days before departure.

#### 10.4. Modification of the Trip

The Client is informed that ARSENALE EXPRESS reserves the right to modify non-essential elements of the Trip in accordance with certain requirements and constraints related to the nature of the Trip and rail transport, without incurring any liability to the Client. In particular, departure and arrival times and stopovers may be cancelled or changed, on-board menu may be modified according to their availability, excursions may be modified according to their availability.

In case of a substantial modification of the Trip (with the exception of a non-substantial modification of the price, provided for in article 11.2.), the Client will be notified as soon as possible before the date of departure, by any means constituting a durable medium enabling receipt to be acknowledged as soon as possible (e.g. email, fax, etc.). The Client shall then be able to:

- Cancel the Contracts of the Trip and obtain a refund of all sums paid within fourteen (14) days of the cancellation of the Contracts of the Trip; or
- Accept the modification of the Trip. An amendment to the Contracts of the Trip shall be sent to the Client, which shall be deemed to have been accepted within seven (7) days of receipt.

Cancellation or acceptance of the modification shall be notified by the Client, by any written means allowing for acknowledgement of receipt (registered mail, fax, email, etc.) within seven (7) days of the notification of the substantial modification to the Trip. Failing this, a reminder shall be sent to the Client, who shall have an additional twenty-four (24) hours to make a decision. If no reply is received within this period, the relevant modification shall be deemed rejected and the Contract shall be deemed to be cancelled by the Client and thus terminated.

#### 10.5. Transfer/Change of name

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

The Client is obliged to inform of its decision through a communication using the following email [reservations@orient-express.com] or by any other means that allows for an acknowledgement of receipt no later than thirty (30) days before the start of the Trip. 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 Trip or, notwithstanding the provision of such a declaration, the transfer was actually made for a price exceeding the original price paid by the original Client., ARSENALE EXPRESS will have the right to immediately and automatically terminate the Contract by means of a written notice and retain all amounts paid by the transferor and by the transferee.

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

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

#### 10.6. No right of withdrawal

Save for the cancellation policy set forth under Article 10.1 and 10.4 above, 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 Trip is indicated on the Website. The prices indicated are per person, and thus to be multiplied by the number of persons included in the Contracts of the Trip, and for the selected date.

Upon confirmation of the booking of the Trip, 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 Trip are not included in the price and are not considered as a part of the Trip. Prices include

inter alia the VAT applicable on the day of booking and any change in the applicable VAT rate shall be automatically reflected in the price quoted on the invoicing date. Any amendment or introduction of new legal or regulatory taxes (e.g. VAT) imposed or issuance of interpretations by the competent authorities shall automatically be reflected in the price indicated on the invoicing date.

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

- **Individual booking (less than 12 Participants):**
  - twenty-five percent (25%) of the price as a deposit at the time of booking;
  - full payment (balance) within one hundred and twenty (120) days before the departure date.
  
- **Groups (equal to or more than 12 Participants):**
  - twenty-five percent (25%) of the price as a deposit at the time of booking;
  - full payment (balance) within one hundred and twenty (120) before the departure date.
  
- **Full train booking:**
  - twenty-five percent (25%) of the price as a deposit at the time of booking;
  - twenty-five percent (25%) of the price as additional instalment within one hundred and eighty (180) days before the departure date;
  - full payment (balance) within one hundred and twenty (120) days before the departure date.

#### 11.2. Modification of the price

At invoicing, the price is firm, final and in euros. Nevertheless, OE 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 trip or stay in question.

During the twenty (20) days preceding to the scheduled departure date, the price fixed for the Trip 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 Trip shall be considered substantial.

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

#### 11.3. Payment

Payments by bank transfer shall be made following contact with Call Center operated by OE Management Company.

When booking via the Call Center, the Client indicates when it is a bank card, the bank card number, without spaces between the figures, as well as its expiry date (it is specified that the

bank card used shall be valid at the time of the stay) and the visual cryptogram to OE Management Company or may request to receive a link to the payment platform via email.

ARSENALE EXPRESS has chosen Stripe 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 OE Management Company to confirm their booking and payment method.

The online payment methods (cards, wallet, etc.) available and mentioned on the payment page of the Website, can be Visa and Mastercard, American Express, JCB, Diners, China UnionPay, Post Finance, ELO, Bancontact, Sofort, iDeal, Przelewy24, PayPal, Alipay, WeChat, Sharegrop, Banque Casino. This list is subject to change.

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

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

#### 11.4. Deposit

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

In the event that the Client does not pay the deposit or the price of the Trip, after having been officially warned, OE Management Company, shall be entitled to cancel the Contracts of the Trip by operation of law and, unless otherwise provided by a mandatory provision of law, to charge the indemnification provided in Article 10.

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

#### 11.5. Pre-mandate

At boarding, a mandate request (also known as a "pre-mandate") may be sent to the Client's bank on their bank card for a fixed amount to cover any consumption or expenses incurred by the Client during the Trip. This fixed amount is set at five hundred euros (€500) per person. The Client may also choose that the pre-mandate will be charged to the Participants. In this case, the staff on-board will request the Participant to communicate their bank card details at the boarding.

The pre-mandate request is not an immediate debit but corresponds to a reserve for later payment, authorised by the Client's bank, which temporarily reduces the limit of the bank card used to guarantee the possibility of a later debit. However, in some cases, depending on the Client's bank, the pre-mandate request may appear as a pending debit on the bank account associated with the card used. Once the pre-mandate request has been activated and confirmed by the bank, any consumption or expenses incurred by the Participants onboard shall be payable by the Client or the Participants on the day of departure.

It should be noted that it usually takes twenty-four (24) to forty-eight (48) hours for the release of the pre-authorised amount (or refund) to be taken into account, but it can take up to seven (7) working days or more, depending on the holder's bank.

In order to activate a pre-mandate request, the Client is asked to provide their bank card details when taking out a booking warranty.

The Client is informed in advance of the characteristics of the pre-mandate request. Bank card data is only stored by OE Management Company's payment service provider, within the framework of a strict security policy for bank data.

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

The Client is solely responsible for their choice of the Trip (including pertinent services) on the Website and their suitability for their needs, such that ARSENALE EXPRESS and/or OE Management Company cannot be held liable in this respect.

The Client is also solely responsible for the information provided when creating an account and/or booking the Trip. OE Management Company and/or ARSENALE EXPRESS shall not be liable for any incorrect or fraudulent information provided by the Client. In addition, the Client alone is responsible for the use of their account and any bookings made, both in their own name and on behalf of third parties, including minors, unless they can prove fraudulent use not resulting from any fault or negligence on their part.

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

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

In particular, by finalising a booking for a Trip, 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 Trip, without prejudice to any action that OE Management Company may take against the Client;
- The Client is obliged to comply with the timetable specified in the Contract and to ensure that the Participants are informed of these timetables and respect them. In addition, if one or more Participants do not show up for the departure of the Train, the Trip may be offered to another client without this giving rise to any refund or credit from OE Management Company;
- The Participants shall comply with the instructions and rules, particularly in terms of hygiene and safety, whether they are posted or given directly by the staff. Failure by the Participants to comply with them shall result in the Client being forbidden from participating in the activities or benefiting from the services concerned. In the event of non-compliance with these rules making it impossible to continue the Trip, the Participants may be notified of the end of the Trip resulting in their disembarkation, without being able to claim any refund for services not consumed;

- The Participants also undertakes to dress appropriately for the Trip, as indicated on the Website (FAQ section), to behave appropriately, not to disrupt the Trips of other Clients and not to cause damage to OE Management Company, ARSENALE EXPRESS, their staff or agents, or the ORIENT EXPRESS and/or LA DOLCE VITA brands.

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

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

### 13. LIABILITY

#### 13.1. Liability regime

The liability of OE Management Company, like ARSENALE EXPRESS, may be south within the limits set out in the GCC [General Terms and Conditions of Carriage | La Dolce Vita Orient Express. \(orient-express.com\)](#).

In particular, the Client's attention is drawn to the fact that the international rules applicable to the carriage of passengers by rail may limit or exclude the liability of OE Management Company and ARSENALE EXPRESS in case of delay and loss of or damage to luggage.

#### 13.2. Non-compliance

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

If any element of the Trip is not performed in accordance with the Contracts of the Trip, 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

Without prejudice to the limitations of liability provided for in the GCC and for matters other than those provided for in these terms and conditions, the liability of OE Management Company and/or ARSENALE EXPRESS is limited to three times the total price of the Trip. 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.



OE 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 Trip (e.g. 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 and if it is not less than three times the total price of the Trip.

13.4. Liability of OE Management Company as regard the services of booking

OE Management Company undertakes, within an obligation of means, to provide access to the Website, the Call Center and the services of booking offered in OE 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.

## 14. INSURANCE

The Client is advised to take out insurance to cover any sums paid or due, for the Contracts of the Trip, 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, OE Management Company, reserves the right to assess, at its own discretion, on the basis of the information received or acquired and its internal policies, the impact of such sanctions on the Contracts of the Trip and, in any case, whether or not to request any amendment to the Contracts of the Trip, including the right to terminate or suspend the same Contracts of the Trip. 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 Call Center directly: the contact details of the Call 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 customer service is at your disposal:

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

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

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 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, its group entities or its employees or collaborators.

## 17. PERSONAL DATA AND CODE OF ETHICS

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

### 17.1. 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 related to the Participants 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 the Client and the Participants after the reservation or by clicking on the following link: [Legal Information - La Dolce Vita \(orient-express.com\)](https://www.orient-express.com/legal-information).

The Client and the Participant are 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 Participant's participation in the loyalty programme and handle the Participant or Client's complaints.

When processing of special categories of personal data is necessary for guaranteeing the best Trip experience, Participant's specific consent is to be required. It is up to the Client to ensure that the Participant has specifically consented to the processing of his data under these conditions and to keep evidence of this. In the event that the Client does not have this data and/or the consent of the Participant, this data and consent will be solicited directly from the Participant by OE Management Company.

Thus, the information collected in the context of the 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 Participant'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 Participant 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>)

17.2. 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 Participant's data related to his/her stays, preferences, satisfaction and, if the case may be, loyalty program membership are shared between the OE Management Company and the hotels and hospitality trains operated under the Orient Express brands (including ARSENALE EXPRESS). This data is used to improve the quality of service and the Participant's experience in each of these hotels and hospitality trains. In this context, the Participant'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 Participant'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 Participant 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 Participant can also request a summary of the key points of the joint controllership agreement.

17.3. 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.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, the General Conditions of Carriage and the Contracts of the Trip 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.

Except for any applicable provision of law, the General Conditions and the Contract of the Trip 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 Trip and the General Conditions, the Contracts of the Trip 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 OE 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 OE Management Company and/or ARSENALE EXPRESS for the future. The Client may not assign the General Conditions, or the rights and obligations attached there to third parties without the prior written consent of OE Management Company.

Consumers who do not wish to be the subject of commercial canvassing by telephone can register free of charge on a do not disturb list objecting to telephone canvassing. This list can be accessed via the following website: [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.

In the event of a dispute relating to these General Conditions, after having contacted the Train's customer service to try to resolve the dispute amicably, and in the event of a negative response or the absence of a response within sixty (60) days from the date of contact, the Client may refer the matter to Paris Commercial Court (*Tribunal de commerce de Paris*).

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

The preceding is without prejudice to the right of the Client to bring any action regarding the Contract before the court of the place where the Client resides or is habitually domiciled.

\* \_ \* \_ \*

In specific acceptance of the following clause: 5.1 (*The Trip*); 10.2 (*Administrative and health formalities*), 11.1 (*Cancellation by the Client*), 12.4 (*Deposit*), 14.3 (*Limitation of liability*), 19 (*Miscellaneous*) and 20 (*Applicable law and dispute resolution*).

**Annex 1**

<b>INDIVIDUALS (Booking less than 12 Participants)</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 company 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 Participants)</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 Participants to be provided. Transfer subject to actual costs of transfer
30 days before departure	N/A	N/A	Names of the Participantsto 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