

## Version dated 5<sup>th</sup> June 2025

These General Terms and Conditions of Sale of Off-board Experiences governing the services offered outside the Train by Arsenale Express S.p.A., 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 (as defined below as "GCSE") are applicable to all bookings made from this date, until further notice.

### GENERAL TERMS AND CONDITIONS OF SALE OF OFF-BOARD EXPERIENCES

O.E MANAGEMENT COMPANY is a *société par actions simplifiée* incorporated and existing under the laws of France and registered at the Registry of Commerce and Companies of Nanterre under registration number 981 136 450, whose registered office is at 82, rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux – France and EU VAT number is FR 40 981 136 450 (**hereinafter "O.E Management Company"**).

O.E Management Company is registered in the 'ATOUT FRANCE' register of travel agents and other holiday operators under the number IM09224007. Its guarantor is GROUPAMA ASSURANCE-CREDIT & CAUTION, sis 3 Place Marcel Paul – 92000 Nanterre.

O.E Management Company publishes and operates the website: [www.orient-express.com/la-dolce-vita/](http://www.orient-express.com/la-dolce-vita/) (hereinafter the **Website**) (Contact: [contact@orient-express.com](mailto:contact@orient-express.com); Phone: (+33) 187212940). The Website allows, among the others, the booking and purchase of Off-board Experiences (as defined below) provided by ARSENALE EXPRESS pursuant to these General Conditions of Sales Off-board Experiences, made available on the Website.

## 1. DEFINITIONS

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

**ARSENALE EXPRESS:** Arsenale Express S.p.A, the organiser and provider of the any Off-board Experiences available for purchase by the Train's passengers separately from the purchase of the railway transport service, also offered by ARSENALE EXPRESS. A company organized under the laws of Italy, having its registered office at Via Giovanni Amendola No. 46, 00185 Rome, Italy, registered in the Register of Enterprises of Rome under number RM- 1630029.

**Client(s):** the client(s) who make(s) the booking and stipulate(s) the Contract and/or all the persons indicated in the reservation, who are assumed to have read the pre-contractual information and the terms of the Contract, including these General Conditions.

**Contract/Contract for the provision of the Off-board Experiences:** the agreement for the Off-board Experiences, including all the information on the Off-board Experiences (as defined below), the specific information of booking and/or any further particular terms and conditions.

**Off-board Experience(s):** the off-board experience(s) provided outside the Train by ARSENALE EXPRESS that will be available for purchase entirely at the discretion of the Train's Clients, separately from the signing of the contract of transport governed by the GCC.

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

**GCC or General Conditions of Carriage:** general terms and conditions of carriage accessible via the following link: [General Terms and Conditions - La Dolce Vita](#)

**Operators:** means entities that operate in the hospitality sector, using, like ARSENALE EXPRESS, the Orient Express brands.

**Personal Data:** means any information allowing to identify directly or indirectly (with additional information) a natural person.

**Reservation Center:** booking and customer care service center for the Off-board Experiences,

the contact details of which are provided in Article 16.

**Special Conditions:** the conditions governing special offers of limited duration, which may be offered to the Client.

**Train :** the train « La Dolce Vita Orient Express ».

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

## 2. PREAMBLE

The purpose of these General Conditions of Sale of Off-board Experiences is to define the terms and conditions under which the Client(s) book and purchase the Off-board Experiences(s) through the Website and Reservation Center managed by O.E. Management Company.

The Client states (i) to act for personal purposes that do not fall within the scope of his/her commercial, industrial, artisanal, liberal or agricultural activity and (ii) to have the full capacity to commit to all the legal acts under these General Conditions.

The booking of the Off-board Experiences implies the Client's acceptance of the GCC and the GCSE (version in force at the time of booking) governing the Contract for the provision of the Off-board Experiences. The acceptance by the Client of the GCSE implies the signature of the Contract(s) for the provision of the Off-board Experiences

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 his/her browser and computer.

O.E Management company reserves the right to make changes to the information on the Website. O.E Management Company reserves the right to make changes to the General Conditions. In this case, the new version of the General Conditions shall be available on the Website with an indication of its date of entry into force. In any event, the Client shall only be bound by the version of the General Conditions in force on the booking date of the Off-board Experiences.

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

## 3. PRE-CONTRACTUAL INFORMATION

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

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

The Client acknowledges that throughout the booking process, his/her sole point of contact is O.E Management Company and during the course of the Off-board Experience, his/her point of contact will be ARSENALE EXPRESS.

## 4. THE OFF-BOARD EXPERIENCES

In addition to its primary transport service, ARSENALE EXPRESS offers its Clients the opportunity to purchase additional Off-board Experiences, which are entirely separate from the transport service. Indeed, both before and during the transport, Clients may acquire Off-board Experiences separately from their ticket for transport. These Off-board Experiences encompass a variety of activities, as detailed on the Website.

Off-board Experiences can be purchased through the execution of a dedicated Contract for the provision of such Off-board Experiences, which is distinct and separate from the transport governed by the GCC.

These services will be provided exclusively during the Train's scheduled stops and only to Clients who request them by accepting the present GCSE, signing the relevant Contract, and making an additional payment (as outlined in Article 11 of this Contract) beyond the fare paid for the railway transport service offered by ARSENALE EXPRESS.

The essential features, dates of availability, price, options offered and payment conditions applicable to the selected fare (warranty policies, cancellation conditions, check-in time, member fare conditions, etc.) are presented during the booking process as described in Articles below.

The Client may make a special request or express a particular need to O.E Management Company, at least thirty (30) days before the selected Off-board Experience. The request shall be dealt with on a case-by-case basis and shall be subject to confirmation of written acceptance of the request from O.E Management Company, based on its resources.

The Client is requested to inform O.E Management Company (at least 30 days prior to commencement) of any special dietary requirements (other than food allergies referred to in Article 6), so that they can be taken into account as far as possible during the Off-board Experiences. The Client is informed that notably due to the constraints of the Off-board Experiences, it shall not always be possible to offer an alternative meal and under no circumstances shall ARSENALE EXPRESS and/or O.E. Management Company be held responsible for any consequences arising from failure to comply with special dietary requirements.

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

## **5. BOOKING PROCESS**

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

### **5.1 On the Website**

The booking process varies according to the Client's browsing and request. It consists of the following steps:

Step 1: Select Off-board Experience.

Step 2: The summary of the Off-board Experiences booking.

Step 3: The finalisation of the booking of the Off-board Experiences by the Client with:

- (i) entering the information on his/her means of payment, as provided in Article 11.3;
- (ii) the acceptance of the General Conditions before the Client confirms the booking.

A booking is deemed to have been made as soon as the Client clicks, in the "*finalise your booking*" page, on the "*Pay*" button.

Step 4: Subject to the confirmation of the payment of required sums as provided by Article 11, confirmation of the Off-board Experiences booking by email which summaries all the booking's information and give access to this GCSE,

### **5.2 By phone**

The booking process via phone consists of the following steps:

- Step 1: The Client must call the Reservation Center operated by O.E Management Company during the opening days and hours or request a call back. The phone number of the Reservation Center is: IT: +39281480333 / UK: +442030244949 / US: +1833 661 30 80 / FR:+33187212940
- Step 2: The Client indicates to O.E Management Company the criteria of the Off-board Experiences: destination, dates and number of the Clients. Based on those criteria, O.E Management Company communicates to the Client the Off-board Experiences which are available for booking and rates;
- Step 3: If the Client chooses to book a Off-board Experiences, O.E Management Company will confirm to the Client the details and features of the Off-board Experiences:
- cities of the Off-board Experiences;
  - duration of the Off-board Experiences;
  - total price of the booking, inclusive of applicable taxes.
- Step 4: The Client communicates to O.E Management Company its contact information to finalize the booking, including the names of the Clients.
- Step 5: The Client must process to the payment as provided by Article 11. The Client may:
- (i) communicate his/her payment data by indicating to O.E Management Company directly the bank card number, as well as its expiry date and the visual cryptogram; or
  - (ii) request to receive a link via email to a dedicated online payment platform by finalisation of the booking of the Off-board Experiences by the Client;
- Step 6: By processing to the payment, the Client confirms:
- (i) his/her booking of the Off-board Experiences as detailed by O.E Management Company in Step 3;
  - (ii) its acceptance of the General Conditions.
- Step 7: Subject to the confirmation of the payment of required sums as provided by Article 11, confirmation of the Off-board Experiences booking is sent by email to the Client which summaries all the booking's information along with a PDF version of these GCSE and constitutes the acceptance of the Contract between the Client and ARSENALE EXPRESS.

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

At the time of the booking for the purpose of ensuring a level of service appropriate for an exclusive Off-board Experience the Client shall communicate to O.E Management Company, which will in turn communicate to ARSENALE EXPRESS, medical conditions that may require treatment or assistance during the Off-board Experiences including, but not limited to, assistance in using toilets, assistance in getting in and out of the Train, needle-administered medications other than well-managed diabetes), allergies (including food allergies), disabilities or reduced mobility/sensory decrease problems that could make them ineligible for the Off-board Experiences, providing full details of the persons concerned.

Within ten (10) working days after the booking finalisation, the Client who has communicated any of the circumstances above shall be contacted by ARSENALE EXPRESS, which will be entitled to confirm or not the relevant booking based on the availability for the and on the possibility to ensure a level of service appropriate for a luxury and exclusive Off-board Experience despite the existence of the so-communicated circumstances. Without prejudice to the foregoing, if the Client's disability and particular medical-health conditions allow him/her to join the Off-board Experiences only with a companion who would assist him/her, the Client may proceed to the reservation only by simultaneously booking also for the additional Client who has

to provide assistance for the entire duration of the Off-board Experiences.

Due to uniqueness of the Off-board Experiences, ARSENALE EXPRESS has no control on risk of cross-contamination of food and therefore ARSENALE EXPRESS is unable to confirm the reservations of Clients with food allergies. Under no circumstances shall ARSENALE EXPRESS and/or O.E Management Company be held liable for any allergic reactions that may occur due to cross-contamination or the presence of allergens during the Off-board Experiences.

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

## **7. MINORS**

Persons under the age of twelve (12) are not permitted to attend the Off-board Experiences under any circumstances.

Persons under the age of eighteen (18) may only join the Off-board Experiences under the responsibility of an accompanying adult in possession of a personal identification document as well as any document necessary for crossing borders. If the accompanying person is an adult other than the minor's legal representatives, they shall have permission from the minor's legal representatives, in compliance with any applicable law.

## **8. PETS**

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

## **9. ADMINISTRATIVE AND HEALTH FORMALITIES**

### **9.1 Documents**

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

When the Client arrives at the pick-up point, they shall have the document that demonstrates the booking of the Off-board Experience, either in digital or printed form (or physical ticket, if applicable).

### **9.2 Administrative and health formalities**

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

French nationals are advised to consult the following link for more information on passport requirements: [Practical information - French Ministry of Europe and Foreign Affairs \(diplomatie.gouv.fr\)](https://diplomatie.gouv.fr/en/practical-information-french-ministry-of-europe-and-foreign-affairs).

Italian nationals are advised to consult the following link for more information on passport requirements: [Passaporti e Documenti di Viaggio Equivalenti](#).

Information on the conditions in different countries and the level of risk associated with travel to

particular international destinations can be found at:

Advice to Clients by country (France Diplomatie website). [Travel advice - French Ministry of Europe and Foreign Affairs \(diplomatie.gouv.fr\)](#) or:

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

An authorisation to leave the territory is required for minors residing in certain jurisdictions (for example France) and not accompanied by a legal representative or guardian. Specific conditions may apply depending on the marital status of the legal representatives, in compliance with any applicable law. At the beginning of the Off-board Experience, the minor shall present, in addition to their valid identity document, the original of the authorisation to leave the territory form duly filled in and signed by one of the legal representatives with parental authority (available on [www.service-public.fr](#)) 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 the Off-board Experiences on the conditions under which they may stay and transit in these countries and on the formalities and documents that are required for the Off-board Experiences.

It is the Client's responsibility to ensure that they comply with the Formalities. O.E Management Company and/or ARSENALE EXPRESS shall not be held liable if the Client is unable to carry out all or part of the Off-board Experiences due to non-compliance with the Formalities. Unless otherwise provided by a mandatory provision of law, the Client shall not have the right to receive any refund if he/she does not comply, in full or in part, with the required Formalities and, as a result, is not able to complete the Off-board Experiences.

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

In the cases of cancellation or modification mentioned below and summarized in the charts provided as Annex 1 of these GCSE, ARSENALE EXPRESS reserves the right to request and/or retain a form of lump-sum compensation (i.e., indemnification).

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

The Client is entitled to cancel the Contract for the provision of the Off-board Experiences at any time before the commencement date.

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

However, the Client has the right to cancel the Contract for the provision of the Off-board Experiences before the commencement date 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 Contract for the provision of the Off-board Experiences or on the transport of Clients to the destination (e.g. hurricane, earthquake, attack, war). In this case, the Client is entitled to a full refund of payments for the Off-board Experience made but not to additional compensation. In such circumstances, all amounts paid by the Client will be refunded within fourteen (14) days.

The Client is informed that such exceptional and unavoidable circumstances do not include the circumstance that the Client is or becomes subject to any national or international sanctions.

### **10.2 Cancellation by ARSENALE EXPRESS**

ARSENALE EXPRESS may cancel the Contract for the provision of the Off-board Experiences and refund within fourteen (14) days the Client in full for the payments made if ARSENALE EXPRESS is prevented from performing the Contract for the provision of the Off-board Experiences due to exceptional and unavoidable circumstances. In this case, the cancellation of the Contract for the provision of the Off-board Experiences shall be notified as soon as possible.



In such circumstances, ARSENALE EXPRESS may propose to the Client other Off-board Experiences as an alternative to the cancellation and refund, by any written means allowing for an acknowledgement of receipt (registered mail, fax, email, etc.). Article 10.4 shall then be applicable.

In all other situations of cancellation, the Client will obtain a refund of all sums paid within fourteen (14) days of the cancellation of the Contract for the provision of Off-board Experiences by ARSENALE EXPRESS as well as a compensation at least equal to the indemnification that the Client would have paid if he had cancelled such contract on that date.

The above will be communicated through O.E Management Company.

#### 10.3 Modification by the Client

O.E Management Company shall do its utmost to accommodate any request by the Client to change the Off-board Experiences, in particular the date or itinerary, but reserves the right not to satisfy such request.

The conditions of the modification by the Client are defined in the chart provided as Annex 1 of these GCSE. Annex 1 is an integral part of this clause.

In addition, any surcharge due to a change of date or itinerary shall be charged to the Client.

#### 10.4 Modification by ARSENALE EXPRESS

The Client is informed that ARSENALE EXPRESS reserves the right to modify non-essential elements of the Off-board Experience(s) in accordance with certain requirements and constraints related to the nature of its service, without incurring any liability to the Client.

If, prior to the commencement date, the compliance with one of the essential elements of the Contract for the provision of the Off-board Experiences is made impossible as a result of an external event, or in the event of a price increase of more than 8%, or if ARSENALE EXPRESS is unable to meet the special requirements of the Client that it or O.E Management Company has expressly approved, the Client will be notified of such substantial modification to the Off-board Experience(s) as soon as possible before the date of commencement, by any means constituting a durable medium enabling receipt to be acknowledged (e.g. email). The Client shall then, within a reasonable delay set on a case-by-case basis according to the date on which the Client is notified of the substantial modification, decide to:

- cancel the Contract for the provision of the Off-board Experiences without penalty and obtain a refund of all sums paid within fourteen (14) days of the cancellation of the Contract for the provision of the Off-board Experiences as well as a compensation at least equal to the indemnification that the Client would have paid if he had cancelled such contract on that date (unless these changes are due to exceptional and unavoidable circumstances); or
- accept the modification of the Off-board Experience(s). An amendment to the Contract for the provision of the Off-board Experiences shall be sent to the Client. In this event, if the payment already made by the Client exceeds the price of the modified Off-board Experience(s), ARSENALE EXPRESS will refund the Client the excess amount.

Cancellation or acceptance of the modification of the Off-board Experience(s) shall be confirmed by the Client, by any written means allowing for acknowledgement of receipt (email, etc.) Failing to communicate its decision, the relevant modification shall be deemed rejected by the Client and the Contract shall be deemed to be cancelled by the Client and thus terminated.

#### 10.5 Transfer/Change of name

The Client may transfer their Contract for the provision of the Off-board Experiences to a transferee who meets the same conditions (including the particular conditions referred to in Articles 6 and 7) as they do to make the Off-board Experience, as long as this Contract has not yet been performed, also in part, by ARSENALE EXPRESS.

The Client is obliged to inform of its decision through a communication using the following email [reservations.ladolcevita@orient-express.com](mailto:reservations.ladolcevita@orient-express.com) or by any other means that allows for an acknowledgement of receipt no later than seven (7) days before the start of the Off-board Experience. Such a communication shall also include a declaration pursuant to which the transferor confirms that (i) the transfer was made for a price (if any) not exceeding the original price paid by the original Client, and (ii) the transferee has expressly accepted the General Conditions; it being in any case understood that, if such a declaration is not provided by the transferor within two (2) days before the start of the Off-board Experience or, notwithstanding the provision of such a declaration, the transfer was actually made for a price exceeding the original price paid by the original Client, ARSENALE EXPRESS will have the right to immediately and automatically terminate the Contract by means of a written notice and retain all amounts paid by the transferor and by the transferee.

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

The Client shall be informed upon receipt of their request for the transfer of the Contract for the provision of the Off-board Experiences about the actual costs of the transfer.

#### 10.6 No right of withdrawal

Save for the cancellation policy set forth under Article 10.1, the Clients are reminded that they do not have any kind of right of withdrawal, in accordance with the applicable consumer protection rules.

### 11. **PRICE AND PAYMENT**

#### 11.1 Price

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

Upon confirmation of the booking of the Off-board Experiences, the price is indicated to the Client in euros (€), including tax and other local taxes and other costs, and is only valid for the duration indicated on the Website.

Unless otherwise stated on the Website, options that are not offered at the time of booking the Off-board Experiences are not included in the price and are not considered as a part of the Off-board Experiences. Prices include inter alia the VAT applicable on the day of booking and any change in the applicable VAT rate shall be automatically reflected in the price quoted on the invoicing date. Any amendment or introduction of new legal or regulatory taxes (e.g. VAT) imposed or issuance of interpretations by the competent authorities shall automatically be reflected in the price indicated on the invoicing date.

Payment shall be provided in the timing described in the chart provided as Annex 1 (that is an integral part of this clause) to these GCSE.

#### 11.2 Modification of the price of the Off-board Experiences

At invoicing, the price is firm, final and in euros (€). Nevertheless, O.E Management Company reserves the right to modify the price both upwards and downwards to take into account exceptional circumstances which are limited as follows:



- a) transport costs, particularly related to fuel costs;
- b) Fees and taxes relating to the services offered;
- c) The exchange rates applied to the Off-board Experiences.

During the twenty (20) days preceding to the scheduled starting date of the Off-board Experience, the price fixed for the Off-board Experiences may not be increased.

In any event, a price increase of more than eight percent (8%) of the price stated in the Contracts of the Off-board Experiences shall be considered substantial in accordance with Article 10.4.

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

### 11.3 Payment

Payments by bank transfer shall be made following contact with Reservation Center operated by O.E Management Company.

When booking via the Website, the Client communicates its payment data by indicating directly, in the zone provided for this purpose (secured entry by SSL encryption), when it is a bank card, the bank card number, without spaces between the figures, as well as its expiry date (it is specified that the bank card used shall be valid at the time of the stay) and the visual cryptogram via the payment platforms mentioned below. When booking via the Reservation Center, the Client indicates this information to O.E Management Company or may request to receive a link to the payment platform via email.

ARSENALE EXPRESS shall use Stripe or other online payment platform to secure online payments by bank card. The payment shall be accredited in favour of ARSENALE EXPRESS, in a bank account in its name.

The Client's payment card is subject to a validity check by these partners and may be rejected for several reasons: stolen or blocked card, limit reached, input error, etc. In the event of a problem, the Client shall contact their bank and O.E Management Company to confirm their booking and payment method.

The online payment methods (cards, wallet, etc.) available and mentioned on the payment page of the Website, can be Visa and Mastercard, American Express. This list is subject to change.

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

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

### 11.4 Deposit

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

In the event that the Client does not pay the deposit or does not pay the price of the Off-board Experiences as set force in Article 11.1, after having been officially warned, ARSENALE EXPRESS shall be entitled to cancel the Contract for the provision of the Off-board Experiences by operation of law and, unless otherwise provided by a mandatory provision of law, to charge

the indemnification provided in Article 10.1.

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

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

The Client is solely responsible for their choice of the Off-board Experiences on the Website and their suitability for their needs, such that ARSENALE EXPRESS and/or O.E Management Company cannot be held liable in this respect.

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

The Client undertakes to use the Website and/or to take part in the Off-board Experiences in compliance with the applicable regulations and the Contract for the provision of the Off-board Experiences. In the event that the Client fails to fulfil their obligations under the Contract for the provision of the Off-board Experiences, the Client is liable for any damage caused by it to any party, including- but not limited to- to third parties. In this respect, the Client undertakes to compensate ARSENALE EXPRESS and/or O.E Management Company for any damages, costs or indemnities whatsoever relating thereto.

In particular, by finalizing a booking for an Off-board Experiences, the Client undertakes to pay their price. Indeed any booking or payment that is irregular, inoperative, incomplete, or fraudulent for a reason attributable to the Client shall result in the cancellation of the Off-board Experiences, without prejudice to any action that O.E Management Company and/or ARSENALE EXPRESS may take against the Client.

The Client is obliged to comply with the timetable specified in the Contract. In addition, if the Client does not show up for the commencement of the Off-board Experiences, the Off-board Experiences may be offered to another client without this giving rise to any refund or credit from ARSENALE EXPRESS.

The Client 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 Client 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 Off-board Experience, the Client may be notified of the end of the Off-board Experience, without being able to claim any refund for services not consumed.

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

The Client is liable for all damage, material or immaterial, caused by him/her during the Off-board Experiences and shall bear all costs arising from such damage and/or non-compliance with the above rules. O.E Management Company reserves the right to intervene if necessary and to take any action it deems appropriate against the Client.

## **13. LIABILITY**

### **13.1 Liability regime**

ARSENALE EXPRESS and O.E Management Company shall be fully liable for the performance of the services provided for in the Contracts of the Off-board Experiences, whether these services are performed by themselves or by other providers, without prejudice to their rights of

recourse against them.

However, unless otherwise provided by a mandatory provision of law, ARSENALE EXPRESS and/or O.E Management Company may be exempted from all or part of their liability if it/they can prove that the damage is attributable either to the Client(s) or to a third party not involved in the provision of the services included in the Contract, or to exceptional and unavoidable circumstances.

Within the limits of their applicability, ARSENALE EXPRESS, like O.E Management Company, benefits from the limits set out in the General Terms and Conditions of Carriage, accessible via the following link; [General Terms and Conditions - La Dolce Vita](#).

### 13.2 Non-compliance

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

If any element of the Off-board Experiences is not performed in accordance with the Contract for the provision of the Off-board Experiences, the non-compliance shall be remedied unless this is impossible or involves disproportionate costs, taking into account the significance of the non-compliance and the value of the services concerned. If the non-compliance cannot be remedied, the Client may request a discount and, in the event of separate damage, damages pursuant to the applicable law.

### 13.3 Limitation of liability

Without prejudice to the limitations of liability provided for in the GCC to the extent applicable in relation to these terms and conditions, the liability of ARSENALE EXPRESS and/or O.E Management Company is limited to three times the total price of the Off-board Experiences. Any sum received by the Client, in particular by way of a refund, shall be deducted from the other sums paid by way of compensation.

ARSENALE EXPRESS and/or O.E Management Company shall not be liable for any damage, loss or expense that could not be foreseen at the time of booking the Off-board Experiences (e.g. delays due to railway infrastructure issues and consequent changes/cancellations of all or parts of the Off-board Experiences or damages resulting from delays in the end of the Off-board Experiences).

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

### 13.4 Liability of O.E Management Company as regard the services of booking

O.E Management Company undertakes, within an obligation of means, to provide access to the Website and the services of booking offered in accordance with these GCSE, 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 Off-board Experiences, in the event of cancellation by the Client in certain cases specified by the insurer.

## 15. **INTERNATIONAL SANCTIONS**

In view of the international sanctions issued by the United States of America, the European Union

and/or other countries, O.E Management Company, reserves the right to assess, at its own discretion, on the basis of the information received or acquired and its internal policies, the impact of such sanctions on the Contract for the provision of the Off-board Experiences and, in any case, whether or not to request any amendment to the Contract for the provision of the Off-board Experiences, including the right to terminate or suspend the same Contract for the provision of the Off-board Experiences. The Client is informed that no refund shall apply in this case.

## **16. CONTACT, CUSTOMER SERVICE AND COMPLAINTS**

For any questions related to the proper execution of a service booked on the Website (e.g., requests for further information, modification, or cancellation of a booking), the Client is requested to contact the Reservation Center directly. Contact details of the Reservation Center are indicated below.

For any comments and/or complaints relating to a booking of a Service on the Website (e.g., complaint, non-performance, or deficient performance of the Service), the Reservation Center is at Client's disposal:

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

In order to facilitate the handling of complaints, it is recommended to address complaints to the Reservation Center regarding the non-performance or deficient performance of the Off-board Experiences in writing within eight (8) days of the date of performance of the Off-board Experiences.

When dealing with Reservation Center service, the Client undertakes to remain courteous and not to make any derogatory remarks about O.E Management Company and/or ARSENALE EXPRESS, the entities of their group or their employees or collaborators, in accordance with the rules of common sense and politeness. O.E Management Company, reserves the right to take any appropriate action against the Client in the event of prejudicial or reprehensible behavior (in particular untoward, malicious, or insulting behavior) towards O.E Management Company, its group entities or its employees or collaborators.

## **17. PERSONAL DATA**

### **17.1 Personal Data processing by O.E Management Company**

When the Client uses the Website or calls the Reservation Center, in particular when making Off-board Experience's booking, O.E Management Company collects and processes his/her Personal Data and acts as such as data controller pursuant to Regulation (EU) 2016/679 ("GDPR"). The conditions under which the Personal Data is processed are described in O.E Management Company [Privacy Policy](#). By Accepting the General conditions, the Client acknowledges having read and understood this privacy policy.

### **17.2 Personal Data processing by O.E Management Company and the Operators acting as joint controllers**

The Client's Personal Data related to his/her Off-board Experience, preferences, satisfaction and, if the case may be, loyalty program membership is shared between O.E Management Company and the Operators. The Personal Data processing is based on the legitimate interest of each joint data controllers in order to improve the quality of the service and the Client's

experience.

In this context, the Client's Personal Data is processed jointly by O.E Management Company and these Operators. 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 O.E Management Company and these Operators. The Client may, at any time, exercise his/her rights (access, objection, rectification, restriction, erasure, portability and to issue instructions on how the Personal Data is to be treated after his/her death) and in particular object to the sharing of his/her Personal Data between the Operators and O.E Management Company by contacting the Data Protection Officer of O.E. Management Company at the following email address: [data.privacy@orient-express.com](mailto:data.privacy@orient-express.com). The Client can also request a summary of the key points of the joint controllership agreement.

### 17.3 Personal Data processing by ARSENALE EXPRESS

The Client is also informed that the Personal Data collected in the context of his/her Off-board Experiences will be transmitted to ARSENALE EXPRESS S.p.A., the company organizing and providing the Off-board Experiences. ARSENALE EXPRESS will process the Personal Data as an independent data controller for providing Clients with the best experience.

In light of the above, pursuant to Article 13 and 14 of Regulation (EU) 2016/679 ("GDPR"), ARSENALE EXPRESS provides the Client with the information concerning the processing of his/her Personal Data in the context of the Off-board Experiences during the boarding of the Train and also available by clicking on the following link: [www.arsenalegroup.com](http://www.arsenalegroup.com).

## 18. **MISCELLANEOUS**

The data-bank entry and acceptance of the Contracts of the Off-board Experiences constitute an electronic contract between the parties, which is evidence of the booking of the Off-board Experiences and the fact that the amounts due for the execution of the booking are payable.

Except for any applicable provision of law, the General Conditions of Off-board Experiences and the Contract of the Off-board Experiences express all the obligations of the parties. No other conditions communicated by the Client may be included therein.

In the event of a contradiction between the terms of the Contracts of the Off-board Experiences and the General Conditions, the Contracts of the Off-board Experiences individually shall apply to the obligation in question. In the event of a contradiction between, on the one hand, the general conditions of any kind of a partner and, on the other hand, these General Conditions of Sale, the provisions of these General Conditions of Sale shall prevail.

If one or more clauses of the General Conditions are deemed invalid or declared invalid by application of a law, regulation or following a final decision of a competent court, the other clauses shall remain fully valid and applicable.

The official language is English.

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

The Client acknowledges and agrees that O.E Management Company and/or ARSENALE EXPRESS may assign these General Conditions and all rights and obligations hereunder to any third party without the prior written consent of the Client. The Client agrees that such assignment releases O.E Management Company and/or ARSENALE EXPRESS for the future.

Consumers who do not wish to be the subject of commercial canvassing by telephone can register free of charge on a do not disturb list objecting to telephone canvassing. This list can be accessed via the following website: [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr). In accordance with Article 130.3- bis of Italian Legislative Decree 196/2003 and Law 5/2018 consumers who do not wish to be the subject of commercial canvassing by telephone can register free of charge on a do not disturb list objecting to telephone canvassing. This list can be accessed via the following website: <https://registrodelleopposizioni.it/cittadino/>.

## **19. APPLICABLE LAW AND DISPUTE RESOLUTION**

The General Conditions of Sale of Off-board Experiences are governed by French Law without prejudice to any mandatory protective provisions that may be applicable in the consumer's country of residence.

The Client is informed by O.E Management Company and ARSENALE EXPRESS of the possibility of having recourse, in the event of a dispute relating to these General Conditions, to a conventional mediation procedure or any other alternative dispute resolution method, under the conditions set out in Title I of Book VI of the French Consumer Code.

After having contacted the Reservation Center to try to resolve the dispute amicably, and in the event of a negative response or the absence of a response within sixty (60) days from the date of contact, the Client may refer the matter to the Tourism and Travel Ombudsman - BP 80303 - 75823 Paris Cedex 17.

- Details of how to contact the Ombudsman and his contact details can be found on the website [www.mtv.travel](http://www.mtv.travel).
- Referral to the Ombudsman may be made within twelve (12) months of the first complaint.
- The referral form for this Ombudsman is available at the following link: [Tourism and Travel Ombudsman referral form](#).

The preceding is without prejudice to the right of the Client to bring any action regarding the Contract either before the courts having territorial jurisdiction, before the place where the Client resides or is habitually domiciled or before the place in which the harm occurred.

\* \* \*  
— —

In specific acceptance of the following clause: 4 (*The Off-board Experiences*); 9.2 (*Administrative and health formalities*), 10 (*CANCELLATION, MODIFICATION AND TRANSFER CONDITIONS*), 11.4 (*Deposit*), 13.3 (*Limitation of liability*), 18 (*Miscellaneous*) and 19 (*Applicable law and dispute resolution*).



Annex 1

	<b>Payment</b>	<b>Cancellation indemnification</b>	<b>Modification</b>
At time of confirmation more than 90 days before commencement	25% (deposit)	25% up to 91 days before commencement	Change of date or Off-board Experience: one for free then 200€ per change. Transfer/Change of name subject to actual costs of transfer
90 days before commencement	100% (deposit + balance)	100% less than 90 days before commencement	Change of date or Off-board Experience is considered as cancellation  Transfer/Change of name subject to actual costs of transfer
O.E Management Company shall do its utmost to accommodate any request by the Client to change the Off-board Experiences but reserves the right not to satisfy such a request.  Any potential price increase will be charged; no reimbursement of negative price difference.			