

Version dated 5th June 2025

These General Terms and Conditions of Carriage (as defined below as “**GCC**”) apply to the railway transport service for passengers provided by Arsenale Express S.p.A. These GCC are applicable to all bookings made from this date, until further notice.

GENERAL TERMS AND CONDITIONS OF CARRIAGE

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

ARSENALE EXPRESS is active in the implementation and management of transports on trains which will also be operated by O.E MANAGEMENT COMPANY, regarding the management of reservations and the purchase of tickets.

1. DEFINITIONS

O.E MANAGEMENT COMPANY: the provider of the services of booking and customer care to the Passengers, in the name and on behalf of ARSENALE EXPRESS.

ARSENALE EXPRESS: the organiser and provider of the Transport, regulated by these GCC, in the capacity of the owner of the relevant Train (as defined below) and, therefore, the person in charge for the execution of the **Contract of Carriage**: the contract of transport, together with any other particular conditions, and the contractual relationship governed by these GCC.

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

GCC or General Conditions of Carriage: these general terms and conditions of carriage.

Train: the train “LA DOLCE VITA ORIENT EXPRESS”.

Transport(s): the luxury on-rail transport service provided by ARSENALE EXPRESS and also managed by O.E MANAGEMENT COMPANY regarding booking management and ticket purchasing.

GCS or General Conditions of Sale: the general terms and conditions of sale accessible to the following link [General Terms and Conditions - La Dolce Vita..](#)

Included Ancillary Services: means the catering and accommodation services provided onboard the Train as ancillary services, as they are essential to complement and complete the long-distance railway transport service on board of the Train.

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

Operators: means entities operating 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.

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

2. PREAMBLE

The purpose of these GCC is to define terms and conditions for carrying out the Transport projected, designed, made and provided by ARSENALE EXPRESS, which shall be sold through the Website and the reservation center managed by O.E MANAGEMENT COMPANY.

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

The booking of the Transport implies the Passenger's acceptance of the GCS that are an integral part of the Contracts of the Transport.

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

ARSENALE EXPRESS reserves the right to make changes to these GCC. In this case, the new version of the information and these GCC shall be available on the Website with an indication of its date of entry into force. Passengers are advised to consult the GCC for any changes. In any case, the Passenger shall only be bound by the version of the GCC in force on the booking date of the Transport.

3. PRE-CONTRACTUAL INFORMATION

Consider that the Transport's contractual relationship will arise directly with ARSENALE EXPRESS, with the consequences that, save for the obligations deriving from the GCS, O.E MANAGEMENT COMPANY is not a contractual party to the Transport.

The Passenger shall be informed about the Regulation (EU) 2021/782 of the European Parliament and of the Council, where applicable, and in these GCC, which include the terms and conditions for using, cancelling, transferring and modifying the Transport.

The Transport is governed by national regulations applicable to passenger transport services by private operators and is also regulated by the measures adopted by the relevant carriage regulatory authority.

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

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

- a) are not in compliance with police and security, customs and health formalities required for travel, such as passport, ID card or other identification document, residence permit, legal representative authorisation (in case of minors), visa, medical certificate, vaccination record;
- b) are in the conditions referred to in Article 6 of these GCC and have not complied with the terms and conditions set forth therein.

4. GENERAL TERM AND CONDITIONS OF TRANSPORT

4.1 Contract of Carriage

Under the Contract of Carriage governed by these GCC ARSENALE EXPRESS undertakes, for a fee, to transport Passengers from one location to another.

The details of each Transport are outlined in the offers available on the Website, with specific indications of the predefined itineraries and the cities where the Train will stop. The price of the Transport, availability dates, options, and applicable payment conditions for the selected fare (guarantee policies, cancellation conditions, check-in time, fare conditions for members, etc.) are specified during the booking process, as described in the articles below.

The Passenger may submit a special request or express a particular need to O.E MANAGEMENT COMPANY regarding their stay at least thirty (30) days before departure. The request will be evaluated on a case-by-case basis and will be subject to written confirmation of acceptance by O.E MANAGEMENT COMPANY, based on its available resources.

4.2 Travel documents

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

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

4.3 Boarding, disembarking or changing Trains

Passengers boarding, disembarking or changing Trains during the Transport shall ensure that they:

- (i) board the correct Train;
- (ii) if relevant, travel in the correct part of the Train;
- (iii) disembark from the Train at the correct destination, including any destination where it is necessary to change onto a different kind of Transport;
- (iv) keep their own valuables at all times (except luggage which has been checked-in with the staff on-board);
- (v) check-in according to the staff on-board and/or suppliers advice and be ready to board the Train (having loaded all luggage to be deposited with the staff) at (or before) the time shown on the travel document;
- (vi) get off the Train immediately after arriving at the destination and (if applicable) to remove all luggage. If the Passenger needs assistance for getting on/off the Train, they should notify us at least 30 days before departure, in order to make proper arrangements (please also see paragraph 5.5. below).

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

4.4 Stopovers

If the Passengers stops the Transport apart from permitted cases, in light of the disruption caused that is incompatible with a Transport of luxury and exclusive nature and the consequent material negative impact on the Transport of the other Passengers and the reputation with them of ARSENALE EXPRESS, they shall not be entitled to onward Transport or to a refund or any other compensation. Except in exceptional cases, at each scheduled stop of the Train, all Passengers are required to get off the Train and return to the time of the scheduled departure. For sake of clarity, except in exceptional cases, all Passengers are not allowed to remain on the Train when the train stops for its scheduled stopovers.

4.5 Special dietary requirements

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

4.6 Disabilities, allergies and medical-health conditions

At the time of the booking, for the purpose of ensuring a level of service appropriate for the Train like the Transport, the Passenger shall communicate any medical conditions that may require on-board treatment or assistance (including, but not limited to, assistance in using toilets, assistance in getting in and out of bed, needle-administered medications other than well-managed diabetes), allergies - also food allergies - disabilities or reduced mobility/sensory decrease problems that could make them ineligible for rail transport and/or for the Transport, providing full details of the persons concerned.

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

The staff of the Train is not able to provide assistance to Passengers with disabilities and special medical conditions.

If the Passenger's fitness to travel may be in doubt as a result of recent illness, surgery, injury, medical treatment, or an existing medical condition that may require treatment or assistance on board, the Passenger must (i) provide us with an up-to-date certificate from their doctor no later than 5 days prior to departure, certifying that they are fit to travel and, if the case, (ii) be accompanied by another Passenger who is able to provide them with all the appropriate assistance they may need. ARSENALE EXPRESS reserves the right to refuse boarding and carriage to the Passenger (and no refund or compensation shall be paid) if (a) the relevant condition arises or is communicated later than 5 days prior to departure, (b) the Passenger has not provided the applicable certificate by the abovementioned time-limit, and/or (c) the Passenger is not accompanied by a suitable person, and/or if there is no availability to accommodate the accompanying person.

Due to the limited space and operational constraints that prevent the creation of a completely allergen-free environment and the inherent risk of cross-contamination of food on board, ARSENALE EXPRESS is unable to confirm the reservations of Passengers with food allergies. Under no circumstances shall ARSENALE EXPRESS be held liable for any allergic reactions that may occur due to cross-contamination or the presence of allergens on board.

The staff of the Train is not able to provide assistance to Passengers with disabilities and special medical conditions.

4.7 Passport, visa and immigration requirements and health formalities

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

4.8 Behaviour

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

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

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

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

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

4.9 Luggage

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

Each Passenger shall carry one piece of luggage (sized 55x40x23 cm maximum), to be carried in the cabin by the staff off the Train.

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

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

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

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

ARSENALE EXPRESS shall accept the carriage of luggage in compliance with all applicable laws, regulations, and conditions of carriage. The Passenger shall be responsible for supervising any luggage which is not deposited. Staff on-board may inspect any luggage in order to verify compliance with these GCC.

The Passenger is required to fully and promptly comply with any instructions – concerning his or her luggage – given by the staff on-board or by security authorities.

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

ARSENALE EXPRESS shall not be required to:

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

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

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

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

4.10 Cabins (Suite, Deluxe and La Dolce Vita Suite)

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

4.11 Security on board

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

During the process of control operations, each staff on-board member is a public official and the rules established by Presidential Decree No. 753 dated 11th July 1980 – “New rules on police, safety and regularity of the operation of railways and other transport services” shall apply.

5. INCLUDED ANCILLARY SERVICES

Included Ancillary Services are services which Passengers may access onboard the Train, as they are necessary to complement and complete the Transport provided by ARSENALE EXPRESS. Since the available itineraries include between 1 to 3 overnight stays onboard the Train, all terms and conditions stipulated herein apply to Included Ancillary Services.

To use the Included Ancillary Services, Passengers must hold a valid travel ticket and provide an identification document for verification onboard the Train.

While using Included Ancillary Services, Passengers must not disturb other Passengers and must maintain conduct appropriate to the Transport and to the Train.

Included Ancillary Services cannot be purchased separately from the Transport, as they are included in the total Transport price. These services are exclusively available to the Passengers.

5.1. Cabin or sleeping car service

Passengers will have the opportunity to select their preferred type of cabin for overnight stays (Suite, Deluxe, or La Dolce Vita Suite) from the options available at the time of booking.

ARSENALE EXPRESS reserves the right to assign cabins and/or sleeping cars to Passengers according to the booked accommodation class and, in accordance with these GCC, to modify reservations if necessary.

Passengers registered individually on the Contract of Transport will only be able to select single-occupancy cabins, subject to availability at the time of booking.

Since the itineraries available on the Website include at least one overnight stay onboard the Train, the duration of the Transport depends on the departure and destination cities. Therefore, it cannot be modified by the Passengers unless they choose to interrupt their Transport at one of the Train's scheduled stops. In such cases, considering the nature of the Transport, the logistical commitments, and the associated costs, the total price of the Transport will be retained, and the Passenger will not be entitled to any refund for the unused portion of the Transport.

5.2. Dining service

A full dining service, including food and beverages, is available onboard the Train, except for à la carte items and those subject to an additional charge. The dining service will be provided in designated areas of the Train, with service modalities varying based on the selected itinerary and according to predetermined schedules.

Passengers with a valid travel ticket will have access to the areas designated for food and beverage consumption.

Baggage and bulky items are not permitted inside the dining areas of the Train.

Passengers must communicate any special dietary requirements and/or restrictions (e.g., allergies, intolerances, or other dietary needs) at least 30 days before departure so that they may be accommodated as much as possible during the Transport. The Passenger is informed that, due to the constraints of the Transport, it may not always be possible to provide alternative meals. In no case shall ARSENALE EXPRESS and/or O.E. MANAGEMENT COMPANY be held liable for any consequences resulting from the failure to meet specific dietary requirements.

5.3. Specific and additional services

Any additional services purchased during the Transport, which are not included in the standard fare for the Transport service regulated by these GCC, shall be governed by an independent contract separate from the Contract. These additional services are not subject to the regulatory provisions applicable to the Transport.

6. PASSENGER'S OBLIGATIONS

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

The Passenger should comply, in particular, with the provisions of the Presidential Decree No. 753 dated 11th July 1980 – “New rules on police, safety and regularity of the operation of railways and other carriage services”.

The Passenger shall ensure to:

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

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

Notwithstanding the above, at the stations the Passenger shall:

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

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

- (a) follow the instructions provided by the ARSENALE EXPRESS staff on-board;
- (b) comply with safety regulations when boarding and disembarking from Trains (or substitute services
- (c) show the travel document and, if necessary, their ID documents to the staff on-board who request it;
- (d) not get on or off at stops which are not in the Transport's itinerary;
- (e) occupy seats in accordance with the service/class (Suite, Deluxe and La Dolce Vita Suite) purchased;
- (f) not stand in vestibules, in intercommunicating passages between coaches, on steps for boarding and disembarking Passengers, in toilets;
- (g) not access the “staff on-board only” areas;
- (h) not operate alarms or emergency devices when not necessary;
- (i) not damage, degrade, or soil the coaches and Train environment, as well as their furnishings and accessories;
- (j) comply with the smoking ban, including the ban on electronic cigarettes;
- (k) not make use of the not closed-circuit toilets during Train stops at stations;
- (l) generally, use all necessary precautions and be vigilant for the safety and security of themselves, persons, animals and property in their custody.

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

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

7. MINORS

Persons under the age of twelve (12) at the time of Transport are not permitted on board under any circumstances.

Persons 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 legal representatives, he/she shall have permission from the minor's legal representative, in compliance with any applicable law.

Persons under the age of sixteen (16) must be accompanied by an adult in their cabin.

8. PETS

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

9. CANCELLATION, MODIFICATION AND TRANSFER CONDITIONS

The cancellation, modification and transfer conditions of the Transport are accessible in the CGS.

10. LIABILITY

10.1 Liability regime

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

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

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

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

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

ARSENALE EXPRESS shall not be liable for any damage, loss or expense that could not be foreseen at the time of booking the Transport. For sake of clarity, ARSENALE EXPRESS shall not be liable for the delays due to railway infrastructure issues and consequent changes/cancellations/failure to take part of all or parts of the Transport or the Experiences – if any – or other experiences or all kind of events or damages resulting from delays in the end of the Transport.

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

10.2 Partial non compliance

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

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

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

10.3 O.E Management Company's liability

See the GSC for the provisions applicable to O.E MANAGEMENT COMPANY's liability as regard the execution of the Contracts of the Transport.

11. CUSTOMER SERVICE AND COMPLAINTS

In relation to any matter concerning anything covered under this Contract of Carriage, the Passenger may contact the reservation center managed by O.E Management Company (reservations.ladolcevita@orient-express.com). In the event of an illness or special needs during the Transport, Passengers shall contact the following phone numbers managed by ARSENALE EXPRESS +39 065140544.

12. PROTECTION OF PERSONAL DATA

12.1 Personal Data processing by OE Management Company_

When the Passenger uses the Website or calls the reservation center, 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 GSC, the Passenger acknowledges having read and understood this privacy policy.

12.2. Personal Data processing by OE Management Company and the Operators acting as joint controllers

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

In this context, the Passenger's Personal Data is processed jointly by O.E Management Company and these Operators. In order to pursue this legitimate interest, whilst safeguarding the Passenger's rights and liberties, a specific joint controllership agreement describes the obligations and responsibilities of O.E Management Company and these Operators. The Passenger 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. The Passenger can also request a summary of the key points of the joint controllership agreement.

12.3. Personal Data processing by ARSENALE EXPRESS

The Passenger is also informed that the Personal Data collected in the context of his/her Trip will be transmitted to ARSENALE EXPRESS S.p.A., the company organising and providing the Transport. ARSENALE EXPRESS will process the Personal Data as an independent data controller for providing Passengers with the best transport service.

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

13. MISCELLANEOUS

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

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

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

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

14. APPLICABLE LAW

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

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