

Version dated 11/28/2024

General Terms and Conditions of Service for “HOTELS ORIENT EXPRESS” bookings applicable to all bookings made as of this date, until further notice.

GENERAL TERMS AND CONDITIONS OF BOOKING SERVICE

“HOTELS ORIENT EXPRESS”

O.E MANAGEMENT COMPANY is a simplified joint-stock company (“*société par actions simplifiée*”) incorporated under French law, registered with the Nanterre Trade and Companies Register under number 981 136 450, having its registered office at 82 rue Henri Farman CS20077, 92445 Issy-les-Moulineaux, France, with EU VAT number FR 40 981 136 450 (hereinafter “**O.E Management Company**”).

O.E Management Company is registered with the “ATOOUT FRANCE” register of travel agents and other holiday operators under number IM09224007. Its guarantor is GROUPAMA ASSURANCE-CREDIT & CAUTION, whose registered office is located at 3 place Marcel Paul, 92000 Nanterre, France.

O.E Management Company publishes and operates the www.orient-express.com/hotels website (hereinafter the “**Website**”) (email: contact@orient-express.com; tel.: +33 (0)1 87 21 29 40). The Website allows users to book hotel accommodation and additional services in Orient Express hotels.

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1. DEFINITION

Call Centre means the booking and customer service centre the contact details of which are provided in Clause 12.

Customer(s) means the customer(s) who make(s) the booking and enter(s) into the Contract, along with all the individuals specified in the booking, who are all deemed to have read the pre-contractual information and the provisions of the Contract, including the General Terms and Conditions.

General Terms and Conditions means these General Terms and Conditions of Service.

Special Terms and Conditions means the conditions specific to each Booking relating to the essential characteristics of the Establishment and the room, suite or any other type of accommodation booked, the payment of the Booking and whether or not the Booking can be changed or cancelled. The Special Terms and Conditions are presented during the booking process described under Clause 3 of the General Terms and Conditions. These Special Terms and Conditions are specific to each Establishment. In addition to the aforementioned terms and conditions specific to the Booking, these Special Terms and Conditions include check-in and check-out times, the special terms and conditions applicable to children and the policy on whether pets are allowed in the Establishment (service animals are always allowed).

Specific Terms and Conditions for Special Offers means the conditions governing special offers which may be offered to the Customer for a limited time.

Contract means the contract entered into upon the confirmation of the Booking and the contractual relationship governed by the General Terms and Conditions.

Personal Data means any information that serves to identify directly or indirectly (through additional information) an individual.

Establishment(s) means the hotel establishment(s) operated under the "Orient Express" brand. The list of Establishments is specified on the Website and may be updated at any time.

Operators means the owners and operators of the yachts, hotels and sleeper trains operated under the Orient Express brands.

O.E Management Company means the provider of the booking and assistance services for Customers.

Booking or Service means the booking of a room, suite or any other type of accommodation at one of the Establishments, the essential characteristics of which are presented on the Website, along with any Additional Services, where applicable.

Additional Service(s) means the additional service(s) or product(s) offered in addition to the accommodation and requested part of the Booking, such as catering services, spa treatment, upgrades, transfers, bottles of champagne, bouquets of flowers and so on. The Additional Services available vary according to the Establishment and are listed on the Website. Additional Services are subject to the cancellation conditions defined in the relevant Special Terms and Conditions.

Website means the <https://www.orient-express.com/hotels-offering-rare-luxury/> website.

2. PREAMBLE

The purpose of these General Terms and Conditions is to define the Booking terms and conditions applicable to the Customer(s), whether they are booking directly or through a travel agent, via the Website managed by O.E Management Company, by phone, email or on site.

The Customer represents that he/she (i) is acting for personal purposes that do not fall within the scope of

his/her commercial, industrial, artisanal, professional or agricultural activity and (ii) has full legal capacity to perform all the legal actions provided for in the General Terms and Conditions.

The Booking of a room, suite or any other type of accommodation at one of the Establishments implies the Customer's acceptance of the General Terms and Conditions (specifically the version in force at time of booking) and the applicable Special Terms and Conditions.

The Customer is therefore advised to carefully read the General Terms and Conditions, prior acceptance of which is required in order to confirm the Booking. Customers are advised to save and print the General Terms and Conditions using the standard features of their browser and computer. The Customer is also advised to read the Special Terms and Conditions carefully and to keep a copy thereof under the same conditions as the General Terms and Conditions.

O.E Management Company reserves the right to amend the information provided on the Website. O.E Management Company reserves the right to amend the General and/or Special Terms and Conditions. In this case, the new version of the General and/or Special Terms and Conditions will be published on the Website and their date of entry into force will be specified. In any event, the Customer shall only be bound by the version of the General and/or Special Terms and Conditions in force on the date of the Booking.

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

The Customer may book services on behalf of one or more individual(s) in up to 7 (seven) rooms. Beyond this number, the Booking will be subject to the conditions applicable to group bookings.

3. BOOKING PROCEDURE

Bookings can be made via the Website, by phone, by email, on site or through a travel agent.

In the event of a Booking by email, by phone, on site or through a travel agent, the General and Special Terms and Conditions will be sent to the Customer's email address. In such cases, the Customer shall acknowledge that he/she (i) has read the essential characteristics of the Establishments, the types of accommodation offered (rooms, suites, villas, bungalows, apartments, etc.), the Additional Services, the dates of availability, the price, the options available and the payment conditions applicable to the selected rate (guarantee policies, conditions for cancellation, check-in time, price terms for loyalty programme members, etc.) and (ii) has requested and obtained any other additional information in order to complete the Booking in full knowledge of the facts.

For Bookings via the Website, the essential characteristics of the Establishments, the types of accommodation offered (rooms, suites, villas, bungalows, apartments, etc.), the Additional Services, the dates of availability, the price, the options available and the payment conditions applicable to the selected rate (guarantee policies, conditions for cancellation, check-in time, price terms for loyalty programme members, etc.) are indicated during the booking process described below.

The Booking process varies according to the Customer's request and browsing choices. The Booking process consists of the following steps:

- Step 1: input of search criteria regarding a destination and/or Establishment;
- Step 2: selection of an Establishment;
- Step 3: details and characteristics selected, particularly: characteristics relating to the type of accommodation (type, size etc.), length of stay, options available (e.g. breakfast),

optional Additional Services, total price of the Booking including an itemised statement of applicable taxes, legal information form in the event of an associated travel service or tourist package, as well as any applicable Special Terms and Conditions (guarantee policies, conditions for cancellation, check-in time, etc.);

- Step 4: summary of the Booking, including:
- (i) a recap of the main terms of the Booking: dates and length of stay, selected Establishment, features of the type of accommodation booked and Additional Services purchased, if applicable, prices including VAT; and
 - (ii) input of the Customer's contact information, whether by logging into an existing account or by filling in all mandatory fields (marked with an asterisk), with the possibility of saving this information by creating an account as a member of the Website or O.E Management Company loyalty programme;
- Step 5: completion of the Booking by the Customer, including:
- (i) confirmation of the rate selected for the Booking;
 - (ii) indication of payment information, whether in the event of upfront payment of all or part of the Booking price prior to the stay, or in the event of a request for a booking guarantee; and
 - (iii) review and acceptance of the General and Special Terms and Conditions of the Booking before confirmation by the Customer;
- Step 6: acceptance of the Booking by O.E Management Company and the relevant Establishment;
- Step 7: dispatch of an email to the Customer confirming the Booking and summarising the service(s) booked (if applicable), the price(s), the Special Terms and Conditions accepted by the Customer, the date the Booking was made, information relating to customer service and access to the General Terms and Conditions, as well as the address of the Establishment to which the Customer may address any complaints. The dispatch of the Booking confirmation email shall constitute valid execution of the Contract.

All Bookings shall be deemed to have been completed, and the Contract executed, once the Customer has received a confirmation email.

4. ADMINISTRATIVE PROCEDURES

Pursuant to the regulations in force in certain countries, upon arrival at the Establishment, the Customer may be asked to complete a police form. To this end, the Customer may be requested to provide an identity document in order to verify whether or not he/she needs to complete the police form.

If the Customer refuses to complete or sign the police form, the Establishment may refuse to grant the Customer access to the room, suite or accommodation of any other kind that has been booked.

5. BOOKING CANCELLATION, AMENDMENT AND TRANSFER CONDITIONS

5.1 Cancellation and amendment by the Customer

The conditions relating to cancellation and amendment of a Booking by the Customer are set out in the Special Terms and Conditions applicable to the Booking, as stated in particular on the Website and confirmed prior to execution of the Contract.

Where the Special Terms and Conditions so allow:

- the Booking may be cancelled directly via the Website, in the section entitled “Consult or cancel your reservation”;
- the Booking may be amended by calling the Establishment directly at the phone number specified on the Booking confirmation sent by email.

If the Booking is guaranteed by card payment or has been subject to a bank pre-authorisation, the Establishment will charge the Customer the cost of the first night on the payment card given as a guarantee under the Booking, and all other nights of the Booking shall be cancelled free of charge, unless otherwise stipulated in the Special Terms and Conditions.

5.2 Cancellation by the Establishment

The conditions for the cancellation or amendment of a Booking by the Establishment are specified in the Special Terms and Conditions applicable to the Booking as stated on the Website and confirmed prior to execution of the Contract.

5.3 Transfer/change of name

All Bookings are personal and the Contract may under no circumstances be assigned to a third party, whether free of charge or for a fee or on a commercial basis.

5.4 No right of withdrawal

Save for the cancellation policy set forth in the Special Terms and Conditions, the Customers are reminded that they have no right of withdrawal in accordance with the applicable consumer protection rules.

6. PRICES AND PAYMENT

6.1 Prices

The indicated prices relate to the booking of a room, suite or any other type of accommodation for the specified number of people and dates.

Upon confirmation of the Booking, the total price is indicated to the Customer in the Establishment's operating currency (which may differ from the Establishment's local currency) and shall only be valid once the Booking has been finalised.

In the event the total price of the Booking would be paid to the Establishment in a currency other than that confirmed at time of booking, the Customer shall bear the associated foreign exchange costs.

For information purposes, the Website may indicate the Booking price equivalent in another currency (e.g.

euros). In such case, this information is provided for information purposes only and has no contractual value.

The total price in euros is converted on the basis of the daily exchange rate provided by DEVISEA.

Exchange rates can be consulted on the following website: <https://www.nationalchange.com/flux-accor-120.xml>.

Unless otherwise specified, including on the Website, options such as breakfast which are not included or not purchased as Additional Services shall not be included in the price.

The tourist tax specified during the Service booking process must be paid directly on site at the Establishment, except in the event of online upfront payment prior to the stay, if the amount in question can be included in the upfront payment. Prices include VAT as applicable on the date of the Booking and any change in the applicable VAT rate shall be automatically reflected in the price stated on the invoicing date. Any amendments to existing statutory and regulatory taxes, new taxes introduced (e.g. VAT) and interpretations issued by the competent authorities shall be automatically reflected in the price stated on the invoicing date.

With regard to promotional offers, the discounts shown shall apply to the standard daily rate offered by the Establishment that would have been applicable in the absence of the discount.

6.2 Payment

Payment of the Booking shall be made, as the case may be, by card (debit or credit), bank transfer (only for Bookings made by phone or email), cash payment (only for Bookings on site and within the limits of the payment ceilings set by local laws) or gift voucher (subject to eligibility).

In the event of payment by bank transfer, the Customer must indicate his/her name and the dates of his/her stay on the transfer order and send the Establishment a copy of the payment confirmation issued by the Customer's bank.

If the required amounts are not paid within the specified time period, the Establishment reserves the right to cancel the Booking without notice. The Customer will be informed of this cancellation by email at the address provided when the Booking was made.

In the event that payment of the amounts due cannot be collected for any reason whatsoever (payment stopped, refusal by the issuing centre, etc.), the Booking shall be cancelled immediately. The Customer will be informed of this cancellation by email at the address provided when the Booking was made.

Customers shall provide their payment information via the Website in order to:

- pay for their stay in advance at time of booking; or
- guarantee the Booking,

by directly providing the following information in the corresponding spaces provided for this purpose (secure entry by SSL encryption) in the event of payment by card: the card number (without adding spaces between the digits), expiry date (the card used to make the Booking must be valid on the date of the stay) and security code, as part of an upfront payment on the payment platforms listed below.

O.E Management Company has chosen Adyen/Stripe/OGONE/Ingenico Payment Services (payment service provider)/CyberSource/Banque Casino/Silkpay/ShareGroop/AsiaPay/First Data to secure online card payments on its Website. These partners check the validity of the Customer's payment card, which may be rejected for various reasons: stolen or blocked card, spending limit exceeded, input error, etc. In the event of any issues, the Customer shall contact his/her bank, the Establishment or any other competent

body to confirm the Booking.

The online payment methods (card, wallet, etc.) available are listed on the Website payment page and may include Visa, Mastercard, American Express, JCC, Diners, China UnionPay, Post Finance, ELO, Bancontact, Sofort, iDeal, Przelewy24, PayPal, Alipay, WeChat, ShareGroop, Apple Pay, Google Pay and Banque Casino. This list is subject to change.

For payments made to the Establishment or any other entity, each Establishment, along with any other entity, may accept any other payment method, provided that the Customer presents the payment card used to guarantee the Booking or to make the upfront payment to the Establishment. The Establishment may also require the Customer to present an identity document in order to prevent payment card fraud.

6.3 Upfront payment

Upfront payment means any payment made upon booking by the Customer.

The amount debited in the event of upfront payment upon booking shall include the total amount stated (including all applicable taxes, with the exception of the tourist tax for non-classified Establishments) at the time of confirmation of the Booking under the conditions provided for in Clause 6.1.

Once the upfront payment has been made, the Customer will receive an email confirming the Booking.

An electronic invoice shall be sent to the email address provided by the Customer at time of booking. Customers wishing to receive a printed invoice must submit an explicit request to the Establishment concerned.

A certain period of time may be required in order to debit the Booking payment. If the Booking payment has not been debited by the end of said period, the Booking will be cancelled.

6.4 Credit card guarantee

Any guarantee of the Booking by credit card implies that the Customer's payment details must be entered upon booking.

Upon arrival, the Establishment may ask Customers who have not paid upfront for their stay to pay the deposit or to authorise the amount to be debited from their credit card in order to guarantee payment for services consumed on site.

No amount shall be debited from the Customer's credit card and the price of the stay shall be paid directly to the Establishment on the day of the Customer's arrival or departure, depending on the Establishment, except in the event the Customer would fail to check in at the Establishment without first cancelling the Booking, in accordance with the Special Terms and Conditions applicable to the Booking.

In the event of a no show (failure to cancel the Booking – absent Customer) for a Booking that has been guaranteed using a credit card, the Establishment will debit the Customer a lump sum equal to the amount of the first night's stay on the credit card that was given as a guarantee of Booking. Any additional nights' stay included in the Booking will be cancelled free of charge, unless otherwise stated in the Special Terms and Conditions applicable to the Booking.

7. CUSTOMER COMMITMENTS AND OBLIGATIONS

The Customer shall be solely responsible for the information provided when creating an account and/or completing the Booking. O.E Management Company shall not be held liable for any incorrect or fraudulent

information provided by the Customer. Moreover, Customers shall be solely 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 of their account not resulting from any misconduct or negligence on their part.

In this respect, the Customer shall immediately report any misappropriation or fraudulent use of his/her email address by contacting the Call Centre, the contact details of which are provided in Clause 12.

The Customer undertakes to make use of the Website, and/or the hotel services booked, in compliance with applicable regulations and these General Terms and Conditions. In the event that the Customer fails to fulfil his/her obligations, the Customer shall be held liable for any damage he/she may cause to any party, including third parties. In this respect, the Customer agrees to indemnify and hold O.E Management Company harmless against any damages, costs or indemnities.

By finalising the Booking, the Customer undertakes to pay the price thereof. Any Booking or payment that is unlawful, inoperative, incomplete or fraudulent for a reason attributable to the Customer shall result in the cancellation of the Booking, without prejudice to any claims that O.E Management Company may file against the Customer.

The Customer hereby agrees and undertakes to exercise reasonable care with regard to the accommodation booked. Moreover, any behaviour contrary to morality and public order will warrant a request from the Establishment for the Customer to leave the premises without being entitled to any compensation or refund, if payment has already been made. If no payment has been made, the Customer must pay the price of any nights already spent in the Establishment before his/her departure.

The Customer shall comply with the instructions and rules in force within the Establishment, particularly in terms of hygiene and safety, whether they are displayed or communicated directly by the staff. Failure by the Customer to comply with said rules and instructions may result in the termination of the Booking, whereupon the Customer will immediately be required to leave the Establishment in accordance with the instructions communicated to him/her by the Establishment's staff, without being able to claim any refund of the amounts already paid in respect of the Booking.

The Customer also undertakes to dress and behave appropriately within the Establishment and to refrain from disrupting the stay of other Customers within the Establishment and from causing any damage to O.E Management Company, its staff, agents or the ORIENT EXPRESS brand.

The Customer also undertakes to ensure that any IT resources made available by the Establishment shall not be used in any way for the purpose of reproduction, dissemination, provision or public communication of works or objects protected by copyright or associated rights, such as texts, images, photographs, musical works, audiovisual works, software and video games, without the authorisation of the holders of the rights concerned, where applicable. Furthermore, the Customer must comply with the security policy of the Establishment's Internet Service Provider, including the rules regarding the use of the security measures implemented to prevent the unlawful use of IT resources, and shall refrain from any acts liable to undermine the effectiveness of such measures.

The Customer shall be liable for any property damage and consequential losses caused by him/her during his/her stay and shall bear all costs arising from such damage and/or any non-compliance with the above rules. O.E Management Company reserves the right to intervene if necessary and to take any appropriate action against the Customer.

8. LIABILITY

The Customer shall be solely liable for his/her choice of services as part of the Booking and their suitability to the Customer's needs, so that O.E Management Company cannot be held liable in this respect.

8.1 Attribution of liability

The Establishments are operated by legal companies that are separate from O.E Management Company.

O.E Management Company and the Establishments are bound by a contract under which O.E Management Company provides expertise in the hotel sector, its brand and various services including distribution, sales, marketing and customer loyalty.

As O.E Management Company is an agent of the Establishment, the Customer may in no way seek the liability of O.E Management Company for breaches attributable to the Establishment. The information relating to the Establishment is available (i) in the Booking confirmation email and (ii) on the Establishment factsheet on the Website.

The Customer hereby acknowledges and agrees that in the event of litigation and/or a dispute relating to a Booking or a stay at an Establishment, he/she shall only contact the operating company of the Establishment in question and that, as such, he/she shall hold O.E Management Company harmless against any breaches attributable to the Establishment. All information relating to the Establishment may be obtained in the Booking confirmation email.

8.2 Non-compliance

The Customer is requested to inform O.E Management Company, as soon as possible in view of the circumstances, of any non-compliance identified during performance of the Contract, so that the non-compliance may be remedied as soon as possible.

Any non-compliance shall be remedied, unless such remedy cannot be achieved or involves disproportionate costs in view of the scale of the non-compliance and the value of the services in question. If the non-compliance cannot be remedied, the Customer may request a discount and, in the event of separate damage, damages pursuant to applicable statutory provisions.

8.3 Presentation of the Establishments

The photographs featured on the Website are provided for illustration purposes only. Although every effort is made to ensure that the photographs, graphics and texts used to illustrate the Establishments listed provide as accurate an overview as possible of the accommodation services offered, discrepancies may occur, particularly due to changes in furniture or renovation work.

8.4 O.E Management Company's liability in respect of booking services

O.E Management Company hereby agrees to make every effort to provide access to the Website and any other booking service offered under these General Terms and Conditions, to act with diligence and competence and to make every reasonable effort to remedy any malfunctions brought to its attention.

O.E Management Company may however be obliged to temporarily suspend the Website without notice, particularly for technical maintenance reasons, without being held liable in this respect.

The Customer hereby acknowledges and agrees that O.E Management Company cannot be held liable for any inconvenience or damage that may occur in connection with the use of the Internet, including, but not limited to:

- faulty transmission and/or receipt of any data and/or information via the Internet;
- malfunctions in any receipt equipment or communication channels;
- malfunctions in the Internet network preventing the proper functioning of the Website and/or a Booking.

The Website may include hyperlinks to other websites published and managed by third parties, for which O.E Management Company accepts no liability with regard to the content thereof and the services offered therein. In this regard, it is specified that partners shall be liable for the promotion of offers published on their own websites. The Customer is therefore fully liable for his/her decision to consult third-party websites.

9. RELOCATION

In case of occurrence of an exceptional event or the impossibility for the Establishment to provide the Customer with the type of accommodation booked, or in the case of a force majeure event, the Establishment may provide the Customer with accommodation, for all or part of the stay, in a hotel of equivalent class, with services of the same nature and subject to the Customer's prior consent. Any additional costs relating to the type of accommodation, transport between the two hotels and telephone calls shall be borne by the Establishment.

10. INSURANCE

The Customer is advised to take out insurance to cover any amounts paid or due in respect of the Bookings in the event of cancellation by the Customer in certain specific cases listed by the insurer.

11. INTERNATIONAL SANCTIONS

In view of the international sanctions issued by the United States of America, the European Union or other countries, O.E Management Company reserves the right to assess the impact of such sanctions on the Bookings, at its own discretion on the basis of the information received or acquired and its internal policies, and, in any event, to decide whether or not to request any amendment to the Bookings, including the right to terminate or suspend them, without incurring any liability vis-à-vis the Customer or any other person specified in the Bookings.

12. CONTACT DETAILS, CUSTOMER SERVICE AND COMPLAINTS

For any questions related to the proper fulfilment of a Booking submitted directly by the Customer (e.g. requests for further information, cancellation or amendment of a Booking), the Customer is requested to contact the Call Centre directly via the contact details provided below.

For any comments and/or complaints relating to a Booking (e.g. complaints regarding the non-performance

or partial performance of the Service), the Call Centre is at your disposal:

- by phone from Monday to Friday, United Kingdom: +44 (0)2 030 244 949 / United States: +1 833 661 3080 / France: +33 (0)1 87 21 29 40 / Italy: +39 (0)2 81 48 03 33
- by email at one of the following email addresses: reservations@orient-express.com or groups@orient-express.com
- by post at the following address: O.E Management Company, Centre de Contact Clients, 82 rue Henri Farman, CS 20077, 92130 Issy-les-Moulineaux, France.

To facilitate the handling of complaints, Customers are advised to address complaints to the Call Centre in writing regarding the non-performance or partial performance of the Contract, within eight (8) days following the end of their stay at the Establishment.

When communicating with the Call Centre, the Customer undertakes to remain courteous and refrain from making derogatory remarks about O.E Management Company, Group entities, staff or other personnel, in accordance with the principles of common sense and politeness. O.E Management Company reserves the right to take any appropriate action against the Customer in the event of harmful or reprehensible behaviour (in particular malicious or insulting behaviour) towards O.E Management Company, Group entities, staff or other personnel.

13. DATA PROTECTION

13.1 Processing of personal data by O.E Management Company

When the Customer makes a Booking, O.E Management Company collects and processes his/her Personal Data in its capacity as data controller in accordance with Regulation (EU) 2016/679 (hereinafter the “GDPR”). The terms and conditions of this processing of Personal Data are set out in the [O.E Management Company Privacy Policy](#). By accepting these General Terms and Conditions, the Customer acknowledges that he/she has read and understood this Privacy Policy.

13.2 Processing of Personal Data by O.E Management Company and the Operators acting as joint data controllers

O.E Management Company and the Operators shall share the Customer's Personal Data relating to his/her stays, preferences, satisfaction levels and, where applicable, loyalty programme membership. This Personal Data shall be processed on the basis of the legitimate interest of each of the joint data controllers in order to improve quality of service and the customer experience in each of the Company's yachts, hotels and sleeper trains. In this context, the Customer's Personal Data shall be processed jointly by O.E Management Company and the Operators. In order to pursue this legitimate interest while safeguarding the Customer's rights and freedoms, a specific joint controllership agreement sets out the obligations and responsibilities of O.E Management Company and the Operators. The Customer may exercise his/her rights (access, objection, rectification, restriction, erasure, portability and to issue instructions on the processing of his/her Personal Data after his/her death) at any time. The Customer may specifically object to the sharing of his/her Personal Data between the Operators and O.E Management Company by contacting O.E Management Company's Data Protection Officer at the following email address: data.privacy@orient-express.com. The Customer can also request a summary of the key points of the joint controllership agreement.

13.3 Processing of Personal Data by the Establishments

The Customer is also hereby informed that the Personal Data collected in the context of his/her Booking will be transferred to the Establishment for which the Booking was made. The Establishment will process the Personal Data as a separate data controller in order to provide Customers with the best possible experience. In light of the foregoing and in accordance with Article 14 of the GDPR, the Establishment shall provide the Customer with the information concerning the processing of his/her Personal Data through its privacy policy accessible via the Establishment's website. The list of Establishments concerned can be consulted via the following link: www.orient-express.com/hotels.

14. MISCELLANEOUS PROVISIONS

The inputting of the required banking information and the acceptance of these General Terms and Conditions shall constitute a digital contract between the parties confirming the Booking and the fact that the amounts due for the fulfilment of the Booking are payable.

Barring any statutory provisions to the contrary, the General and Special Terms and Conditions and the Contract shall set out all the obligations of the parties. No other conditions communicated by the Customer may be included therein.

In the event of a conflict between a partner's general terms and conditions of any kind and these General Terms and Conditions, the provisions of these General Terms and Conditions shall prevail.

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

The official language is French. If the General Terms and Conditions are translated into a foreign language, the French version shall prevail over any translation in the event of a dispute, legal proceedings or difficulty in the interpretation or enforcement of these General Terms and Conditions and, more generally, for all matters concerning the relationship between the parties.

The Customer hereby acknowledges and agrees that O.E Management Company may assign these General Terms and Conditions and all rights and obligations hereunder to any third party without the Customer's prior written consent. The Customer agrees that such assignment shall release O.E Management Company from its obligations for the future.

Consumers who do not wish to receive canvassing phone calls may be included free of charge on the list of persons objecting to such canvassing. - In France, this list is available on the following website: www.bloctel.gouv.fr.

15. GOVERNING LAW AND SETTLEMENT OF DISPUTES

The General Terms and Conditions are governed by French law, without prejudice to any mandatory protective provisions applicable in the consumer's country of residence.

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

In the event that the Customer's attempt to contact the Call Centre to resolve the matter amicably is rejected or remains unheeded for over sixty (60) days following the date of first contact, the Customer may refer the

matter to the Tourism and Travel Ombudsman (Médiateur Tourisme et Voyage) at the following address: Médiateur Tourisme et Voyage, BP 80303, 75823 Paris Cedex 17.

The Ombudsman contact details and procedure can be found by clicking the following link: [Contact the mediator - mtv](#) in the Booking tab under "Assistance", or head to the www.mtv.travel website.

The matter may be referred to the Ombudsman within twelve (12) months following the initial complaint.

The Ombudsman referral form is available via the following link: [Contact the Tourism and Travel Ombudsman \(Online Service\) | Service-Public.fr](#)

O.E Management Company also hereby informs the Customer of the existence of a European Online Dispute Resolution platform, which the Customer can access via the following link: <https://ec.europa.eu/consumers/odr/>.

The aforementioned provisions are without prejudice to the Customer's right to bring any claim before the competent court, the court with jurisdiction over the Customer's place of residence or domicile or the place where the damage occurred.
