

Version dated 01/ 04/ 2025

General Terms and Conditions of Service for “HOTELS ORIENT EXPRESS” bookings applicable to all individual bookings made as of this date, until further notice, by any individual or legal entity (i) directly with O.E Management Company or (ii) with O.E Management Company through a Travel Agency (it being specified that said Travel Agency shall not be acting as a tour operator).

GENERAL TERMS AND CONDITIONS OF INDIVIDUAL 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.

1. DEFINITIONS

Travel Agency means any travel agency that makes a Booking and enters into a Contract in the name and on behalf of a Customer.

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

Customer(s) means consumer customers as defined in the preliminary article of the French *Code de la consommation*, i.e., any individual person acting for purposes that do not fall within the scope of his or her commercial, industrial, artisanal, liberal or agricultural activity, as well as non-professional customers, i.e., any legal entity not acting for professional purposes, who makes a Booking and/or whose name and contact details appear on the Contract and/or who benefits from 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, which are presented and validated by the Customer (or by the Travel Agency, if applicable) during the Booking process relating notably to the essential characteristics of the Establishment and the accommodation booked, the price and the payment of the Booking, the terms and conditions for modifying and/or cancelling the Booking, the check-in and check-out times, the conditions applicable to children and whether or not animals are allowed (with the exception of service animals, which are always admitted) in the Establishment, any Special Terms and Conditions, and any special requests made by the Customer and accepted by the Establishment. The Special Terms and Conditions are specific to each Establishment.

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 governed by the General Terms and Conditions, the Special Terms and Conditions and the Specific Terms and Conditions for Special Offers (if applicable).

Personal Data means any information that serves to identify directly or indirectly 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. 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> website.

2. PURPOSE

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 Agency, via the Website managed by O.E Management Company, by phone, email or on site.

The Customer (or the Travel Agency, if applicable) represents that he/she:

- (i) has full legal capacity to execute the Contract and perform all the legal actions provided for in the General Terms and Conditions and the Special Terms and Conditions;
- (ii) that the information provided at the time of the Booking is accurate and complete;
- (iii) that he/she has read and understood these General Terms and Conditions and agrees (for himself/herself and on behalf of each beneficiary of the Booking) to be bound by them;
- (iv) that he/she is 18 years of age or older and, in the case of an order for services subject to age restrictions, declares that he/she and all members of the group are of the age required to purchase such services.

The Customer (or the Travel Agency, if applicable) may make a Booking on behalf of one or more persons up to a maximum of 7 rooms. Beyond this number, specific group conditions apply. Customers wishing to make a reservation for 7 rooms or more are invited to contact O.E. Management Company by e-mail, using the contact details shown on the Establishment page on the Website.

Confirmation of a Booking implies acceptance by the Customer (or by the Travel Agency, where applicable) of the applicable Special Terms and Conditions. The Customer (or the Travel Agency, if applicable) is therefore invited to carefully read the General Terms and Conditions, which are communicated in different ways depending on the Booking procedure used. Customers (or the

Travel Agency, if applicable) are advised to save and/or print the General Terms and Conditions and the Special Terms and Conditions which have been read and accepted on the day of the Booking, for future reference.

O.E Management Company reserves the right to amend (i) the information provided on the Website and (ii) 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.

3. BOOKING PROCEDURE

The Customer or the Travel Agency can make a Booking using the booking services offered by O.E. Management under the conditions below. Bookings may be made via the Web Site (or Accor group partner sites), by telephone, by email or on site at an Establishment.

3.1 Bookings by telephone, email or at an Establishment

This Booking procedure consists of the following steps:

- a.** Customer/ Travel Agency contacts the Call Center:
 - by telephone, during opening days and hours, by dialing the Call Center telephone number shown on the Establishment page on the Website;
 - by e-mail, by sending an e-mail to the contact details shown on the Establishment page on the Website;
 - directly at an Establishment by visiting it in person.
- b.** Customer/ Travel Agency describes the required Booking, including dates, number of rooms/suites..., number of participants, standard of rooms/suites, breakfast or late check-in requirements, optional Additional Services...
- c.** O.E Management Company collects the Customer's details and issues the Special Terms and Conditions, including in particular the price of the Booking including VAT, which O.E Management Company sends by e-mail to the Customer (or to the Travel Agency, if applicable) together with the General Terms and Conditions.

It is at this stage that the essential characteristics of the Establishments, the types of accommodation offered (rooms, suites, villas, bungalows, apartments, etc.), the dates of availability, the price, the options offered and the applicable payment conditions (guarantee policies, cancellation conditions, check-in time, pricing conditions for loyalty program members, etc.), as well as the amount of the tourist tax, are confirmed.

- d.** Customer (or the Travel Agency, if applicable) finalises the Booking, provides the details of payment to be provided and pays of the full price (if applicable).

By finalizing the Booking, the Customer (and/or the Travel Agency, if applicable) acknowledges (i) having understood the essential characteristics of the Establishments, the types of accommodation offered (rooms, suites, villas, bungalows, apartments, etc.), the dates of availability, the price, the options offered and the payment conditions applicable to the selected rate (guarantee policies,

cancellation conditions, check-in time, member rate conditions, etc.), (ii) that he/she has requested and obtained any additional information in order to make his/her Booking with full knowledge of the facts and (iii) that he/she has accepted the General Terms and Conditions and the Special Terms and Conditions.

- e. Customer /Travel Agency receives an e-mail confirming the Booking and summarizing the details of the price, the Special Terms and Conditions accepted, the date on which the Booking was made, information concerning after-sales service and the accessibility of the General Terms and Conditions, as well as the address of the Establishment to which claims may be addressed.

The Booking confirmation e-mail sent by O.E Management Company materializes (i) the execution of the Contract and (ii) the fact that the amounts for the Booking are due.

3.2 Bookings on the Website

The Booking procedure may vary according to the navigation and the request of the Customer or the Travel Agency. It consists of the following steps:

- a. The Customer (or Travel Agency) selects an Establishment on the Website;
- b. The Customer (or Travel Agency) enters the following criteria: dates of stay, number of rooms, and number of occupants per room;
- c. The Customer (or Travel Agency) selects the room(s) and booking formula, based on the description of the type of accommodation offered, the price and associated services (e.g. breakfast, cancellation or modification conditions, etc.);
- d. The Website displays a summary of the Booking, with:
 - ✓ A reminder of the main characteristics of the Booking: date and duration of stay, name of the Establishment, characteristics of the type of accommodation booked, amount of tourist tax, price of the Booking including VAT; and
 - ✓ Possibility for the Customer to make any special request that he/she would like the Establishment to know about.
- e. The Customer (or the Travel Agency) finalises the Booking by:
 - ✓ providing contact and billing details;
 - ✓ indicating its payment details, whether payment of the full price of the Booking prior to the stay, or a guarantee of the Booking;
 - ✓ examining the Special Terms and Conditions, in particular the payment and cancellation conditions, and confirming the selection of the rate for the Booking;
 - ✓ examining the General Terms and Conditions and privacy policies before accepting them;
 - ✓ paying the full price, if applicable.
- f. The Customer (and/or the Travel Agency) receives an e-mail confirming the Booking and summarizing the services booked, the price(s), the Special Terms and Conditions accepted, the date on which the Booking was made, information relating to after-sales service and accessibility of the General Terms and Conditions, as well as the address of the Establishment to which claims may be addressed.

The Booking confirmation e-mail sent by O.E Management Company materializes (i) the conclusion of the Contract, which is formed electronically between the parties, and (ii) the fact that the amounts for the Booking are due.

4. ADMINISTRATIVE PROCEDURES - MINORS

4.1 Administrative formalities

It is the Customer's responsibility to enquire and inform himself about the conditions of travel, stay and transit in the country of the Establishment, in particular from the competent authorities in that country, and in the Customer's country of nationality and/or origin.

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 show his identity document and/or 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, without the Establishment and/or O.E Management Company being liable for any reimbursement or damages.

If the Booking is made through a Travel Agency, the latter undertakes to inform the Customer of the existence of these possible formalities and/or checks, as well as of the consequences of a refusal by the Customer to complete or sign the police form and/or present his/her identity document.

4.2 Minors

Minors may only travel under the responsibility of an accompanying adult. The accompanying adult must carry (i) personal identification and (ii) if he/she is not the person(s) with parental authority over the minor, written authorization, signed and accompanied by identification, from the person(s) with parental authority over the minor, in accordance with any applicable law.

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 are set out in the Special Terms and Conditions applicable to the Booking, as stated in particular on the Website.

Where the Special Terms and Conditions so allow, cancellation or modification of the Booking can be made:

- by clicking on the link provided in the Booking confirmation e-mail;
- by contacting the Establishment directly, as indicated in the Booking confirmation sent by e-mail;
- by contacting the Call Center using the contact details shown on the Establishment page on the Website.

It is specified that for any request to cancel a Booking, the Customer (or the Travel Agency, if applicable) is invited to send an e-mail to the address shown on the Establishment's page on the Website.

Unless otherwise stipulated in the Special Terms and Conditions, 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.

5.2 Transfer/change of name

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.

5.3 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 price of the Booking is indicated in step 3.1. c. when the Booking is made by telephone, e-mail or on site at the Establishment or in step 3.2.d. when the Booking is made on the Website.

The price of the Booking depends on several factors, in particular the type of accommodation (rooms, suite or other type of accommodation), the number of accommodations and people, the date chosen and the options selected. The Customer understands and accepts that certain options and Additional Services may not be included in the price of the Booking and that he/she may then be asked to pay the price of these options and Additional Services separately/at a later date.

Upon confirmation of the Booking, the total price is indicated to the Customer (or the Travel Agency, if applicable) 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), on the basis of the daily exchange rate provided by DEVISEA. In such case, this information is provided for information purposes only and has no contractual value.

Exchange rates can be consulted on the following website: https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_fr.

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

By finalizing the Booking, the Customer (or the Travel Agency, where applicable) undertakes to pay the price. Any payment that is irregular, not effective or incomplete on the due date, or fraudulent for a reason attributable to the Customer (or the Travel Agency, as the case may be), will result in the cancellation of the Booking, without prejudice to any action that O.E Management

Company may take against the Customer (and/or the Travel Agency, as the case may be).

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 and validity and only for Bookings made by phone or email).

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

In the event that (i) the required amounts are not paid within the allotted time or (ii) if for any reason whatsoever (opposition, refusal by the issuing centre, etc.), payment of the sums due cannot be collected, the Establishment reserves the right to cancel the Booking without prior notice. The Customer (or the Travel Agency, if applicable) will be informed of this cancellation by e-mail to the address provided at the time of Booking.

Customers (or Travel Agencies) shall provide their payment information via the Website in order to:

- pay for the 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): 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, 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 (or the Travel Agency) 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.

In the event that, during or at the end of the stay, the Customer has to make other payments to the Establishment, the Establishment may accept means of payment other than the bank card used during the Booking procedure.

6.3 Upfront payment of the total price of the Booking

The amount debited in the event of upfront payment of the Booking corresponds to the total amount indicated at the time of confirmation of the Booking under the conditions set out in article 6.1 (including all applicable taxes, with the exception of tourist tax for Establishments that do not allow upfront payment of tourist tax).

Once the total price has been paid, the Customer (or the Travel Agency) will receive an e-mail confirming the Booking.

An electronic invoice will be sent to the e-mail address provided by the Customer (or the Travel Agency) at the time of Booking; if the Customer (or the Travel Agency) wishes to receive a paper invoice, he/she must expressly request this from the establishment concerned.

It may take some time for the amount of the Reservation to be debited. If, at the end of this period, the amount of the Reservation has not been debited, it will be cancelled.

6.4 Credit card guarantee

In order to guarantee a Booking by credit card, the Customer (or the Travel Agency) must enter his/her payment details during the Booking procedure. 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 (or the Travel Agency'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.

The Customer's (or Travel Agency's) credit card may be debited in the event of cancellation of the Booking, in accordance with the Special Terms and Conditions, or in the event that the Customer does not show up at the Establishment, without prior notice of cancellation of the Booking. In the latter case ("no show"), the Establishment will debit the Customer's (or Travel Agency's) credit card for the amount of the first night booked, as a flat-rate indemnity. Any additional nights of the Booking will be cancelled free of charge, unless otherwise specified in the Special Terms and Conditions.

7. CUSTOMER (OR TRAVEL AGENCY'S) COMMITMENTS AND OBLIGATIONS

The Customer (or the Travel Agency, if applicable) shall be 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 (or the Travel Agency, if applicable). Moreover, Customers (or Travel Agencies, if applicable) shall be 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 (or the Travel Agency, if applicable) 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 (or the Travel Agency, if applicable) 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 (or the Travel Agency, if applicable) 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, and with the Establishment's internal regulations. 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 undertakes not to use the Establishment, its image or any reference to "ORIENT EXPRESS" for promotional, commercial or advertising purposes, and thus refrains from exploiting or distributing, in any form whatsoever, images of the Establishment, whether of its interior or exterior, without the prior written consent of O. E. Management Company's (this includes, but is not limited to, the use of photographs or videos of the Establishment on social networks, websites, advertising materials, communication campaigns, or any other media intended to promote an activity, service or event).

The Customer also undertakes to ensure that any IT resources made available by the Establishment (including the wifi network) 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.

In the event of failure by the Customer to comply with the above rules, the Customer is liable, not only for damage (material or otherwise) caused by himself, but also for damage caused by his guests, whether the damage is caused to O.E. Management Company, the Establishment, the Operator, their staff, other customers, or to third parties or property.

In this respect, the Customer undertakes to indemnify O.E. Management Company against all damages and to bear all costs and compensation arising from such damages and/or from non-compliance with the above-mentioned rules.

In the event of failure by the Customer to comply with the foregoing undertakings, the Establishment may ask the Customer to leave the Establishment, without the Customer being able to claim any compensation or reimbursement of any payments already made, and without prejudice to any damages that may be claimed by the Establishment and/or by O.E. Management Company. O.E. Management Company also reserves the right to intervene if necessary and to take any appropriate

action against the Customer.

In the event that no payment has yet been made, the Customer must pay the price of the nights spent before leaving the Establishment.

8. LIABILITY OF O.E MANAGEMENT COMPANY AND OF THE OPERATORS

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 Operators' 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 (or the Travel Agency, if applicable) 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 in the Booking confirmation email.

The Customer (and the Travel Agency, if applicable) 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 Establishment in question and that, as such, he/she shall hold O.E Management Company harmless against any breaches attributable to the Establishment.

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 presentation of the Establishments on the Website is merely indicative. O.E. Management Company makes every effort to ensure that the photographs, graphics and texts reproduced to illustrate and describe the Establishments give as accurate an idea as possible of the accommodation services offered. Nevertheless, variations may occur, particularly due to changes in furnishings or possible renovations. O.E. Management Company cannot be held responsible for any discrepancy between the presentation of the Establishments as shown on the Website and reality.

8.4 O.E Management Company's liability

O.E Management Company hereby agrees (i) to make every effort to provide access to the Website and any other booking service offered under these General Terms and Conditions, (ii) to act with

diligence and competence and (iii) to make every reasonable effort to remedy any malfunctions brought to its attention.

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 temporary suspension of the Website, even without prior notice, in particular for technical maintenance reasons;
- the referral, by means of hypertext links, of the Website to websites published and managed by third parties, for the content of the services offered by these third-party sites. In this respect, it is specified that any third-party sites that publish offers relating to stays in the Establishments are responsible for promoting the offers published on their own websites. The decision to consult third-party websites is therefore the sole responsibility of the Customer.

In any event, O.E Management Company's liability is excluded in the event of a force majeure event and, in other cases, is limited to direct and foreseeable damage resulting from its proven fault in the performance of its contractual obligations under the Contract. In this respect, O.E Management Company cannot be held liable for damages, losses or expenses which could not have been foreseen at the time of confirmation of the Booking, or which are caused by third-party service providers. Furthermore, O.E Management Company shall in no event be liable for indirect or consequential damages, including lost profits, business interruption or damage to reputation, even if the possibility of such damages was known or could have been anticipated.

These limitations do not apply to personal injury or property damage caused intentionally or through negligence.

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 and transport between the two hotels 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

The Customer warrants that it is not subject to any international sanctions imposed by the United

States of America, the European Union or any other country. O.E Management Company reserves the right to assess, at its sole discretion, on the basis of information received or obtained and its internal policies, the impact of such sanctions on Bookings. As a result, OE Management Company may request the modification of the said Contract or, as the case may be, suspend or terminate it. In such a situation, no refund will be granted to the Customer and OE Management Company will incur no liability to the Customer or any other person specified within 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 (or the Travel Agency, if applicable) (e.g. requests for further information, cancellation or amendment of a Booking), the Customer (or the Travel Agency) 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, using the contact details shown on the Establishment page on the Website.
- by email using the contact details shown on the Establishment page on the Website.
- 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 *Code de la consommation*.

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 on 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 on the following website: https://cloud7.eudonet.com/Specif/EUDO_03874/FormulaireDossierLitiges/Connexion.aspx

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.
