

Orient Express – Pre-contractual information

The Travel Services package offered to you is a package within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the Tourism Code.

You will therefore benefit from all the rights granted by the European Union applicable to packages, as transposed into the French Tourism Code.

TourCo and O.E Management Company will be entirely responsible for the proper performance of the package as a whole.

In addition, as required by law, TourCo and O.E Management Company have protection to refund your payments and, if transport is included in the package, to ensure your repatriation in the event of insolvency.

Essential rights provided by Directive (EU) 2015/2302 transposed into the French Tourism Code:

Travellers will receive all essential information about the package before concluding the package travel contract.

Both the organiser and the retailer are liable for the proper performance of all the travel services included in the contract.

Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer.

Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package.

If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the Traveller has a right to a price reduction if there is a decrease in the relevant costs.

Travellers may terminate the Sales Contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly.

If before the start of the package the trader responsible for the package cancels the package, Travellers are entitled to a refund and compensation where appropriate.

Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

Additionally, Travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost.

Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

The organiser or retailer has to provide assistance if the Traveller is in difficulty.

Travellers are strongly advised to take out optional insurance policies covering the financial consequences of certain specific risks, in particular the costs related to trip cancellation or assistance, including repatriation, in the event of accident, illness or death. For further details, please refer to Article 13 of the Special Terms and Conditions.

If the organiser or retailer becomes insolvent, payments will be refunded.

If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured.

TourCo and O.E Management Company have taken out insolvency protection, the details of which are set out in the preamble to the GTC, if services are refused due to the insolvency of TourCo or O.E Management Company.

https://www.legifrance.gouv.fr/codes/section_lc/LEGITEXT000006074073/LEGISCTA000006143163/#LEGISCTA000020897224