

ORIENT EXPRESS GENERAL TERMS OF USE

Last update: 24/09/2024

This general terms of use (hereinafter the « **T&Cs** ») are concluded between Orient Express Management Company, located at 82, rue Henri Farman, 92445 ISSY-LES-MOULINEAUX (hereinafter « **Orient Express** » or « **we** ») and the web users (hereinafter the « **Web Users** » or « **you** ») browsing on the website <https://www.orient-express.com/> (the « **Website** »).

Orient Express and the Web Users are hereafter referred to together as the “**Parties**”.

1. PURPOSE OF THESE T&CS

The purpose of the T&Cs is to define the Website’s conditions of use by Web Users, and as such, govern the relationship between Orient Express and Web Users.

Therefore, any Web Users intending to use the Website, visit its various pages and benefit from its content (as defined below) must first read and accept these T&Cs in their entirety. We recommend that Web Users cease browsing the Website if they disagree with these terms and conditions.

In any event, accessing and browsing the Website implies full and unreserved acceptance by the Web Users of these T&Cs.

The fact that one of the Parties does not avail itself at a given time of one of the provisions of these T&Cs may not be interpreted as a waiver of the right to avail itself of such provision at a later date.

The cancellation of a clause in these T&Cs shall not affect the validity of the T&Cs as a whole.

2. ACCESS TO THE WEBSITE

The Website is accessible via the following URL address: <https://www.orient-express.com/>.

3. WEBSITE PRESENTATION

The Website has for purpose to:

- Introduce you to the Orient Express environment and its history,
- Sending you, with your consent, Orient Express newsletter,

- Allow you to access the Orient Express web shop. The latter is operated by our partner Hotels at Home SAS, and your browsing on it is subject to its own general terms of use and of sales (available [here](#)),
- Allow you to book a train itinerary on board of Orient Express' trains,
- Allow you to book a stay in one of the Orient Express' hotels,
- Allow you to book a trip on board of an Orient Express' yacht,
- Allow you to contact us.

4. WEBSITE CONTENT

4.1. Website and database

The Website may contain confidential information and data protected by intellectual property rights. Thus, unless otherwise stated, the intellectual property rights on the web pages and on any data of any kind contained in the Website and each of the elements making up the latter (images, artworks, texts, graphic elements, etc.), including software and databases (hereinafter the "**Content**"), are the exclusive property of Orient Express or its partners. You have no rights over the Content, other than that of using the Website.

Reproduction of all or part of the Content is authorized solely for the purposes of information for personal and private use. The following notice must appear on any authorized copy of all or part of the Website Content: "©Copyright Orient Express Management."

Any reproduction or use of copies made for other purposes in any manner or form whatsoever is expressly prohibited.

It is also forbidden to copy, modify, create a derivative work, assemble, decompile (with the exception of cases provided for by law), sell, assign, sub-license or transfer in any way whatsoever any right relating to the Content. It is also forbidden to modify all or part of the Content, in particular with a view to access the Website by any means other than the interface provided to Web Users for this purpose.

The use of all or part of the Content without the written authorization of Orient Express on any medium for the purpose of promoting products or services, in particular for marketing purposes, is prohibited under penalty of criminal or civil prosecution.

4.2. Trademarks

Orient Express is granted with intellectual property of Orient Express trademarks and logos by the company orient express, simplified joint-stock company, 82, rue Henri Farman, 92130 Issy-les-Moulineaux, RCS 519 070 866 (hereinafter « **Orient Express SAS** »).

Web Users recognize the rights of Orient Express SAS on the trademark Orient Express and shall refrain from using them in any way whatsoever and, more generally, from infringing any intellectual property rights held by Orient Express SAS.

All other trademarks or logos appearing on the Website are the property either of Orient Express SAS, or of its service providers, partners or suppliers. Any use whatsoever of these

brands and/or logos and/or any other Content is subject to the express authorization of Orient Express or the holder of the intellectual property rights concerned.

4.3 URLs

Orient Express reserves the right to request the deletion of any link to the Website that has not been, or is no longer authorized, and which is detrimental to us.

4.4. Photos

Photo credits: © copyright Orient Express SAS – Photolibrary Accor – Olivier Astrologo – Dimore Studio – Xavier Antoinet – Getty Image – Alamy – Romain Laprade

Photographs on the Website are not contractual.

4.5. Contact

The Web User may contact Orient Express via the section « Contact » of the Website.

When you contact us, you guarantee that the information you provide is accurate. This information will be collected in accordance with article 7 below.

We would like to remind you that any messages you send us via the Internet may be intercepted on the network. Until they reach us, their confidentiality cannot be guaranteed.

5. WEBSITE MANAGEMENT

Orient Express implements the technical solutions at its disposal to ensure access to the Website 24/7. However, due to the nature of the Internet, continuity of access to the Website cannot be guaranteed.

Furthermore, for the proper management of the Website, Orient Express may at any time:

- Suspend, interrupt or limit access to all or part of the Website, restrict access to it, or to certain parts of it, to a specific category of Web Users,
- Delete any information that may disrupt its operation or contravene national or international laws,
- Suspend access to the Website in order to carry out updates.

6. LIABILITY RELATING TO THE USE OF THE WEBSITE

6.1. Access and operation of the Website

All Web Users are personally responsible for setting up the computer and communication resources required to access the Website and for acquiring the knowledge necessary to use the Internet and access the Website.

The Web User is responsible for all connection and equipment costs associated with Internet access and Website use, in accordance with the terms and conditions set by his or her Internet service provider and/or electronic communications operator.

The Web User is aware of the risks of misappropriation and contamination by any viruses circulating on the Internet. If applicable, Orient Express cannot be held liable for such malfunctions, nor for any interruption of Internet communications.

It is reminded that fraudulently accessing or remaining in a computer system, hindering or distorting the operation of such a system, or fraudulently introducing or modifying data in a computer system constitute offences punishable by criminal penalties.

6.2. Limitation of liability

Orient Express makes every effort to ensure that the information published on the Website is accurate and up-to-date, and reserves the right to modify the Content or presentation of the Website at any time and without prior notice. However, Orient Express cannot guarantee that the information is complete or that it has not been modified by a third party (intrusion, virus).

Orient Express cannot be held liable for any decision taken on the basis of information contained on the Website, nor for the use that may be made of such information by third parties, and in particular accepts no liability arising from the transmission of confidential information over the Internet.

Orient Express cannot be held liable for elements beyond its control and for any damage that may be suffered by the technical environment of any user, and in particular their computers, software, network equipment (modems, phones, etc.) and any equipment used to access or use the information and/or Content.

The Website may also contain hypertext links to other websites. Orient Express has no control over the accuracy or content of the information contained therein. Orient Express is not required to exercise any control over the quality, legality, veracity or accuracy of the information published on the pages to which these hypertext links refer. Consequently, Orient Express cannot be held liable for any damage resulting from the use of, access to, or inability to use the information or content of other websites.

7. PERSONAL DATA PROTECTION

When operating the Website, and in order to manage the bookings, Orient Express is required to collect personal data from Web Users and individuals concerned by a booking. The use of this data is implemented in accordance with the applicable regulations regarding personal data and the modalities described in the [privacy policy](#) Orient Express has drawn up (hereinafter the "**Privacy Policy**").

In the event that you are booking on behalf of a third party (e.g. you are a travel professional, or you are accompanied by other persons), the personal data of this/these third party(ies) is collected indirectly by Orient Express. Orient Express is not necessarily in contact with these third parties, and Internet users therefore acknowledge and expressly accept that it is their sole responsibility to forward the Privacy Policy established by Orient Express to these third parties so that they may be informed of the processing that we carry out on their personal data.

Orient Express' Privacy Policy complements the T&Cs, of which it forms an integral part.

As such, Orient Express invites Web Users to consult its [Privacy Policy](#).

8. APPLICABLE LAW / LANGUAGE

The T&Cs are governed by French law.

The language of these T&Cs is English, and of relations between the Parties is French.

9. SETTLEMENT OF DISPUTES

In the event of claims, disputes or litigation relating to contractual relations under the T&Cs, the Parties will endeavor to resolve any disputes that may arise between them amicably. To this end, the user undertakes to send its complaint to Orient Express using the contact details given in article 10 of these T&Cs.

Any disputes relating to the T&Cs will be brought before the competent courts.

10. CONTACT

For any additional information or complaint relating to the use of the Website, the Web User may contact us:

- By postal letter at: Orient Express, customer service, 82, rue Henri Farman – ACC 1208 - CS 20077 - 92445 Issy-les-Moulineaux, France
- By email to: contact@orient-express.com

11. T&CS' UPDATE

These T&Cs cancel and replace the conditions previously applicable.

Orient Express reserves the right to adapt, modify or update the T&Cs at any time. In any event, the T&Cs applicable are those in force on the day of browsing the Website.