

## **ORIENT EXPRESS SAILING YACHTS GENERAL TERMS AND CONDITIONS OF SALE**

O.E MANAGEMENT COMPANY is a simplified joint stock company (*société par actions simplifiée*) under French law, registered with the Nanterre Trade and Companies Register under number 981 136 450, with its registered office at 82, rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux and with an intra-community VAT number FR 40 981 136 450 (**hereinafter referred to as "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, located at 3 Place Marcel Paul - 92000 Nanterre.

O.E Management Company publishes and operates the [www.orient-express.com/sailingyacht](http://www.orient-express.com/sailingyacht) website (hereinafter the **Website**) (contact: [contact@orient-express.com](mailto:contact@orient-express.com); Tel: (+33) 187212940). The Website can be used, among other things, to book all services relating to cruises on board sailboats operated under the Orient Express brand.

TourCo is a simplified joint stock company under French law, registered with the Paris Trade and Companies Register under number 981 321 037, with its registered office at 6, rue Christophe Colomb, 75008 Paris, France, and with an intra-Community VAT number FR28981321037 (hereinafter referred to as "TourCo")

TourCo acts as an organiser and supplier of individual and group Trips as defined in articles L.211-1 et seq. of the French Tourism Code.

TourCo is registered with the "ATOOUT FRANCE" register of travel agents and other holiday operators under number IM0 92250002. It is guaranteed by Groupama, 3 Place Marcel Paul 92000 Nanterre.

## ARTICLE 1. General information

### 1.1 Definitions

For the purposes of these GTC, the following terms, whether singular or plural, shall have the meanings set out below:

<b>Travel Agency</b>	Any travel agency duly authorised by O.E Management Company and TourCo to market Travel Services to Travellers.
<b>Call Centre</b>	Refers to the reservation and assistance centre for Travellers whose contact details are set out in article 1.3 of the GTC.
<b>GTC</b>	These general terms and conditions of sale.
<b>Unavoidable and Extraordinary Circumstances</b>	A situation beyond the control of the party invoking the situation, the consequences of which could not have been avoided even if all reasonable measures had been taken.
<b>Sales Contract</b>	The Contract for the Sale of Travel Services, consisting of these GTC and the Special Terms and Conditions.
<b>Special Terms and Conditions</b>	Document sent by O.E Management Company (or, where applicable, the Travel Agency) to the Traveller indicating the main characteristics of the Travel Service(s), the conditions of sale and, in the case of a Package Tour, the information referred to in articles R 211-4 and R.211-6 of the French Tourism Code.
<b>Specific Terms and Conditions</b>	The Service Provider's general terms and conditions of sale.
<b>Personal Data</b>	Any information that directly or indirectly (through additional information) identifies a natural person.
<b>Operator</b>	All owners and operators of yachts, hotels and hospitality trains operating under the Orient Express brand.
<b>Package Tour</b>	Within the meaning of article L.211-1 of the French Tourism Code, means a prior combination of at least two different tourist services (such as transport, accommodation, vehicle hire or other tourist services) sold or offered for sale at an overall price, for the same journey, lasting more than twenty-four (24) hours or including an overnight stay.
<b>Administrative Fee</b>	Fixed amount of €500 per suite, applied in the event of cancellation or certain changes to the booking of a Trip. This fee is non-refundable but can be used for a new booking within one (1) year of the cancellation date. If they are not used within this period or if the new booking is cancelled, they will be lost for good.

<b>O.E Management Company</b>	O.E Management Company, the supplier of reservation and assistance services for the Traveller, in the name and on behalf of TourCo.
<b>Service Provider</b>	Means any natural person or legal entity, other than TourCo, O.E Management Company or a Travel Agency, who provides one or more Travel Services, including, but not limited to, transport, accommodation, catering, guided tours, on-board or onshore stopover experiences.
<b>Travel Service</b>	Any service offered for sale by TourCo, or indirectly by a Travel Agency, and relating to a cruise aboard a Yacht.
<b>Website</b>	The website <a href="http://www.orient-express.com/sailingyacht">www.orient-express.com/sailingyacht</a> on which Travellers can book their Trip.
<b>TourCo</b>	TourCo SAS, the organiser and supplier of the Travel Service(s) under the brand name "ORIENT EXPRESS SILENSEAS" and therefore responsible for the performance of the Trip.
<b>Trip</b>	Individual or group Trip including transport by sea aboard a Yacht.
<b>Traveller</b>	The consumer within the meaning of the introductory article of the French Consumer Code (i.e. any natural person acting for purposes that do not fall within the scope of their commercial, industrial, craft, liberal or agricultural activity) or the legal entity that is not acting for professional purposes, who makes a reservation for a Trip, whose name and contact details appear on the Sales Contract and/or who benefits from the Trip.
<b>Yacht</b>	A sailboat operating under the Orient Express brand.

## 1.2 Preamble

Under these GTC, TourCo acts as organiser and supplier, and O.E Management Company as supplier in the name and on behalf of TourCo, of individual and group Trips as defined in articles L.211-1 et seq. of the French Tourism Code.

It should be noted that the contractual relationship created by the Trip binds the Traveller directly to TourCo, with the result that, with the exception of the obligations arising from these GTC, O.E Management Company is not a contracting party to the Trip. In this context and with regard to European VAT, it is specified that O.E Management Company acts as a transparent intermediary for tax purposes, which means that the company acts in the name and on behalf of TourCo with regard to the Traveller in the context of the marketing of travel services.

O.E Management Company will provide the Traveller with the reservation and assistance service governed by these GTC. The price of the reservation and assistance service is included in the price of the Trip as an ancillary service of the Trip.

### **1.3 Contact**

The Traveller agrees that, throughout the booking procedure and prior to the Trip, O.E Management Company is his/her only point of contact. During the Trip, the Traveller's point of contact will be TourCo. At the end of the Trip, the Traveller may contact TourCo and/or O.E Management Company.

The contact details for TourCo and O.E Management Company are as follows:

#### **TOURCO:**

By post to the following address TOURCO, 6 rue Christophe Collomb, Paris

#### **O.E MANAGEMENT COMPANY:** Call Centre

By e-mail: [reservations.sailingyachts@orient-express.com](mailto:reservations.sailingyachts@orient-express.com) or [groups.sailingyachts@orient-express.com](mailto:groups.sailingyachts@orient-express.com)

By telephone on the following numbers, 24/7:

- Canada & United States: +1 888-595-0930
- France: +33 (0)1 87 21 34 50
- Other countries: +44 (0)2 081 639 430

By post to the following address O.E Management Company, Customer Contact Centre, 82 rue Henri Farman, CS 20077, 92130 Issy-les-Moulineaux.

### **1.4 Scope of the GTC**

The purpose of the GTC is to define the terms and conditions for the booking and purchase of the Trip by the Traveller.

The Trip offers are intended exclusively for the Traveller as defined in article 1 of the GTC.

### **1.5 Amendments to the GTC**

O.E Management Company reserves the right to modify the information on the Website.

The Traveller is hereby informed that these GTC may be amended from time to time. The Traveller is therefore invited to keep them.

The amendment will only take effect for Sales Contracts concluded after the amendment, unless the amendment is the result of an obligation imposed by an immediately applicable mandatory law. In the latter case, O.E MANAGEMENT COMPANY will immediately inform the Traveller.

### **1.6 Acceptance of the GTC and conclusion of the Sales Contract**

The Traveller declares that he/she has read and accepted the GTC and its appendices and the Special Terms and Conditions.

Subject to the availability of the Travel Services, all of these documents constitute the conclusion of the Sales Contract, a copy of which is given to the Traveller for signature.

Travellers are advised to save and print the GTC using the standard functions of their browser and computer.

In the event of any conflict between the GTC and the Special Terms and Conditions, the latter shall prevail.

Accordingly, the Traveller may not invoke any failure on the part of O.E Management Company and/or TourCo due to alleged non-performance or improper performance of a Trip and/or a Travel Service as a result of not being aware of these GTC.

## **ARTICLE 2. Trips offered**

### **2.1 Description of the Travel Services**

O.E Management Company, via the Website or the Call Centre or, where applicable, the Travel Agency, presents all of the Trips offered to the Traveller prior to the conclusion of the Sales Contract, and specifies in particular:

- The main characteristics of the Travel Services: destinations, itinerary, periods of stay, dates and number of nights; means, characteristics and categories of transport, places, dates and times of departure and return, duration and place of stopovers and connections (if the exact time is not fixed, O.E MANAGEMENT COMPANY (or the Travel Agency) will inform the Traveller of the approximate time); location, characteristics and tourist category of the accommodation; meals provided; visits, experiences on board and/or on shore at stopovers or other services included in the total price; if the Travel Services are provided in a group, approximate size of the group; language of the Travel Services requiring effective verbal communication; adaptation of the Trip for persons with reduced mobility and specific information on request.
- The company name and geographical address of O.E MANAGEMENT COMPANY and TourCo or the Travel Agency and the Service Provider(s), as well as their telephone numbers and, if applicable, e-mail addresses;
- The total price including taxes, port charges and, where applicable, all additional fees, charges or other costs, or, when these cannot be reasonably calculated before the conclusion of the Sales Contract, an indication of the type of additional costs that the Traveller may still have to bear;
- The payment details, including the amount or percentage of the price to be paid as a deposit and the schedule for payment of the balance, or the financial guarantees to be paid or provided by the Traveller;
- The minimum number of persons required for the Trip to take place and the deadline mentioned in III of article L. 211-14 preceding the start of the Trip for any cancellation of the Sales Contract in case the minimum number is not met;
- General information on passport and visa requirements, including the approximate time needed to obtain a visa, as well as information on health formalities in the country of destination;

This information on the Travel Services is provided for information purposes only and may be subject to change at any time prior to the conclusion of the Sales Contract in accordance with the provisions of Article L.211-9 of the Tourism Code.

### **2.2 Availability of Travel Services**

The Trips offered are subject to availability. The conclusion of the Sales Contract by the Traveller "subject to availability" does not constitute a firm offer by O.E MANAGEMENT COMPANY (or where applicable by the Travel Agency) at the prices and conditions set out in the Special Terms and Conditions.

The Traveller is informed that if O.E MANAGEMENT COMPANY (or the Travel Agency) queries the Service Providers and updates their offers in real time, it is possible, given the large number of requests received by the Service Providers, that between the time of the conclusion of the Sales Contract and the transmission of the information to the Service Provider in question, the Travel Service may no longer be available from this Service Provider or at different price conditions.

## **ARTICLE 3. Financial conditions**

### **3.1 Applicable price**

The prices of the Trips offered to the Traveller are provided by O.E MANAGEMENT COMPANY (or the Travel Agency).

Prices are quoted in euros, inclusive of all taxes and port charges, and are per suite.

Prices are provided for information purposes only and may be changed at any time prior to the conclusion of the Sales Contract.

In such a case, O.E MANAGEMENT COMPANY (or the Travel Agency) will inform the Traveller prior to the conclusion of the Sales Contract.

The Traveller shall not be entitled to dispute the price or make any claim in this respect if a promotional price is introduced after the date on which the Sales Contract is concluded. Accordingly, TourCo and O.E MANAGEMENT COMPANY will not respond to any request for refund in this case.

Prices also take into account transport time and the duration of the Trip, where applicable from the time of collection from the airport on the day of departure to the time of arrival on the day of return. It is therefore possible that the first and/or last night/day will be entirely devoted to transport.

The following - without this list being exhaustive - are not included in the prices: any visa fees and tourist taxes as well as any taxes applicable to the accommodation services payable directly to the Service Provider, any additional meals taken by the Traveller which are not included in the chosen accommodation package, Travel Services available on site and, more generally, any service to which TourCo has not committed itself in writing.

The reduced rate of VAT applies to the transport of Travellers, regardless of the mode of transport used (French General Tax Code, art. 279-b quater). VAT exemption applies if the journeys meet the required conditions (French General Tax Code, art. 262, II, 8°).

### **3.2 Payment details**

The payment details for Trips are determined by O.E MANAGEMENT COMPANY (or the Travel Agency) which will provide these details to the Traveller.

This includes, *inter alia*, details of payment deadlines, i.e. the dates and amounts of payments to be made to confirm the conclusion of the Sales Contract for the Trip.

Reservations may be held for a maximum of three (3) days before a deposit is required. If the deposit is not received by the end of this period, the booking will be automatically cancelled.

To confirm a booking, a deposit of twenty-five per cent (25%) of the total price of the Trip is required if the booking is made more than one hundred and twenty (120) days before the departure date. The balance must be paid no later than one hundred and twenty (120) days before the departure date of the Trip. Any booking made less than or equal to one hundred and twenty (120) days before the departure date of the Trip must be paid in full at the time of booking.

Bookings may be cancelled if the balance is not paid by the required date.

If the Traveller wishes to cancel his/her booking, he/she must contact the Call Centre. If a cancellation request is received more than one hundred and twenty (120) days before the departure date of the Trip and if a deposit has already been paid, a full refund will be made, less the Administrative Fee.

The Administrative Fee is non-refundable, but may be applied to a new booking within one (1) year of the cancellation date. This fee can only be applied to one (1) new reservation. If the Administrative Fee is not reused within the allotted time or if the new booking is subsequently cancelled, it will be forfeited.

Payments can be made directly by the Traveller using an American Express, Visa or MasterCard credit card, or by bank transfer. Once payment has been registered for the booking, the currency cannot be changed. Refunds will be made in the original currency and method of payment.

### **3.3 Price adjustment**

The price of the Trip may be adjusted upwards or downwards by notifying the Traveller, up to twenty (20) days prior to the departure date specified in the Sales Contract, of the justification for the calculation, on a durable medium, to take account of changes in:

- the cost of transporting Travellers as a result of the cost of fuel or other energy sources;
- the level of taxes or fees on Travel Services imposed by a third party not directly involved in the performance of the Travel Service, including tourist taxes, and port embarkation and disembarkation fees;
- the exchange rates applied to the Trip in question.

For any increase in excess of 8%, the Traveller will be informed as soon as possible in a clear, comprehensible and visible manner using a durable medium.

In any event, if the increase in the price of the Trip exceeds 8%, the Traveller is entitled to:

- Either accept the modification;
- Or terminate the Sales Contract without paying any cancellation fees under the conditions set out in article 4.3 of the GTC.

## **ARTICLE 4. Changes to and cancellation of the Trip**

### **4.1 Changes to the Trip at the Traveller's request**

Any request by the Traveller to make changes to the Trip (e.g. additional nights, transfers, etc.) prior to the start of the Trip shall be subject to the prior consent of O.E Management Company and may give rise to a change fee as set out, depending on the date of the change in relation to the start date of the Trip.

Experiences on board or ashore at stopovers may require a minimum number of participants. In the event of a change, the Traveller will not be entitled to claim any compensation.

An initial change of itinerary may be authorised free of charge, except for a €500 administration fee per suite, which will be applied. Any other change to the itinerary will be considered as a cancellation by the Traveller and will be subject to the charges applicable in article 4.3 below.

### **4.2 Cancellation of a Trip at the Traveller's request**

The Traveller may cancel the Sales Contract at any time prior to the commencement of the Trip.

Cancellation of Travel Services by the Traveller prior to departure justifies the payment of cancellation fees, which are higher the closer the departure date, due to the existence of Service Providers (such as carriers, etc.) and the payment deadlines imposed by these Service Providers on TourCo. These cancellation fees are set out in article 4.3 of these GTC.

However, these cancellation charges are not payable if Unavoidable and Extraordinary Circumstances occur at or in the immediate vicinity of the destination and have a significant impact on the performance of the Trip. In such a case, the Traveller will be entitled to a full refund of the payments made by him/her for the reservation of a Package Tour, to the exclusion of any other compensation.

For any cancellation request and whatever the reason, the Traveller is invited to contact customer service using the contact details specified in article 1.3 of the GTC (or his/her Travel Agency).

In the event of cancellation by the Traveller, and where applicable after deduction of the amounts due (taxes, cancellation fees and insurance), all amounts previously paid will be refunded to the Traveller within a reasonable period and at the latest within fourteen (14) days.

### **4.3 Cancellation fees**

In the event of cancellation by the Traveller, the amounts paid will be refunded after deduction of the amounts specified in the Special Terms and Conditions depending on the date of cancellation in relation to the date of commencement of the Trip.

Up to 121 days before departure, one (1) change of itinerary is allowed free of charge, subject to any additional costs related to the choice of the new itinerary. Any further changes within the same period will incur administrative fees of €500 per suite.

From 120 days before departure, any change of itinerary will be considered a cancellation and subject to applicable cancellation fees. In such case, the Guest will be refunded if applicable and will need to make a new booking.

More than 121 days before departure: Full refund, less the Administrative Fee.

From 120 to 91 days before departure: 25% of the total cost of the Trip

From 90 to 61 days before departure: 50% of the total cost of the Trip.

From 60 to 31 days before departure: 75 % of the total cost of the Trip.

Less than 30 days before departure: 100 % of the total cost of the Trip.

#### **4.4 Modification of a Trip made by TourCo**

TourCo reserves the right to unilaterally modify the Travel Services prior to the commencement of the Trip, provided that said modification is minor (in particular departure and arrival times, stopovers, on-board menus). In such a case, TourCo will inform the Traveller of this on a durable medium as soon as possible.

In application of articles L. 211-13 and R.211-9 of the French Tourism Code, if, prior to the Traveller's departure, compliance with one of the essential elements of the Sales Contract is made impossible as a result of an external event, or in the event of a significant price increase of more than 8%, or if TourCo is unable to meet the specific requirements mentioned in 1° of article R. 211-6 of the French Tourism Code, TourCo, via O.E Management Company, will notify the Traveller as soon as possible by e-mail and inform him/her of the possibility of either to:

- i. Accept the modification or the substitute Travel Service offered by TourCo. If the payment already made by the Traveller exceeds the price of the modified Travel Service, TourCo will refund the excess to the Traveller before the departure date.
- ii. Cancel the Sales Contract and obtain, without penalty, a full refund of the amounts paid no later than fourteen (14) days after the cancellation, as well as compensation at least equal to the penalty that would have been paid if the cancellation had occurred on that date, in accordance with Article R. 211-10 of the French Tourism Code, unless these changes are due to Unavoidable and Extraordinary Circumstances.

The Traveller must make his/her choice known within a maximum of eight (8) days. If no reply is received within this period, the Traveller will be deemed to have cancelled said Travel Service and to have terminated the Sales Contract.

#### **4.5 Cancellation of a Trip by TourCo**

Subject to the provisions below, in the event of the cancellation of the Sales Contract by TourCo, the Traveller shall be entitled, as soon as possible and in any event no later than fourteen (14) days after the cancellation, to a refund of all amounts already paid as well as compensation at least equal to the penalty that the Traveller would have incurred if the cancellation had been made by him/her on that date.

Nevertheless, TourCo reserves the right to terminate the Sales Contract, without any additional compensation being due to the Traveller:

- i. In the event of Unavoidable and Extraordinary Circumstances preventing the performance of the Travel Services in accordance with the terms of the Sales Contract. In this case, TourCo via O.E Management Company will then notify the Traveller of the cancellation as soon as possible before the start of the Trip;
- ii. If the number of participants registered for the Trip is less than the minimum number specified in the Special Terms and Conditions. In this case, TourCo, via O.E Management Company, will notify the Traveller of the termination of the Sales Contract within the following deadlines:
  - No later than twenty (20) days before the start of the Trip if it lasts more than six (6) days;
  - No later than seven (7) days before the start of the Trip if it lasts between two (2) and six (6) days;
  - No later than forty-eight (48) hours before the start of the Trip if it lasts two (2) days or less.

In any event, TourCo is obliged, as soon as possible and no later than fourteen (14) days after the termination of the Sales Contract, to refund all amounts already paid by the Traveller.

## **ARTICLE 5. Transfer of the Sales Contract**

In accordance with articles L.211-11 and R. 211-7 of the French Tourism Code, the Traveller may validly transfer the Sales Contract to a third party, provided that he/she informs O.E Management Company as soon as possible and no later than seven (7) days prior to the commencement of the Trip. This information must take the form of a notification on a durable medium sent to O.E Management Company at the address mentioned in article 1.3 of the GTC, specifying the name(s) and address(es) of the transferee Traveller(s) (and if different, of the new Traveller(s)) and proving that they meet the same conditions for making the Trip.

O.E Management Company informs the Customer that the cost of transferring the Trip is €500 excluding VAT per suite and will provide the Customer with proof of these costs, fees and other additional costs incurred by such transfer.

The transferring Traveller shall also pay any costs incurred by the transfer and invoiced to TourCo by the Service Providers.

The transferor and the transferee are jointly and severally liable for payment of the balance of the price as well as any additional charges, fees or other costs incurred.

## **ARTICLE 6. Liability**

### **6.1 Liability of TourCo and O.E Management Company for Trips.**

TourCo and O.E Management Company are fully liable for the proper performance of the obligations arising from the Tour Package within the meaning of article L. 211-16-I of the French Tourism Code.

In application of article L.211-16-I of the French Tourism Code, TourCo and/or O.E Management Company may not be held liable under any circumstances:

- i. in the event of non-performance or improper performance of the Sales Contract on the part of the Traveller, the unforeseeable or insurmountable act of a third party unrelated to the provision of the Travel Services or in the event of Unavoidable and Extraordinary Circumstances;
- ii. for any excursion, vehicle rental, sporting activity, visit or other activity carried out by an intermediary or Service Provider chosen directly by the Traveller without any involvement of TourCo or O.E Management Company.

To the extent that EU regulations and international conventions may circumscribe the conditions under which compensation is payable by a Service Provider providing a Travel Service included in a Trip, or limit the extent of such compensation, the same limitations shall apply to TourCo and O.E Management Company.

Except in the cases governed by these international conventions, the liability of TourCo and/or O.E Management Company for damages shall be limited to three (3) times the total price of the Trip, provided that this limitation does not apply to personal injury or loss caused intentionally or by gross negligence on the part of TourCo and/or O.E Management Company.

O.E Management Company undertakes, as part of an obligation of means, to provide access to the Website and to the booking services offered in accordance with these GTC, to act with diligence and competence, and to take all reasonable steps to remedy any malfunction that may be brought to its attention.

The rights to compensation or price reduction under the above provisions are without prejudice to the rights of Travellers under Regulation (EC) No 261/2004, Regulation (EC) No 392/2009, Regulation (EU) No 1177/2010, Regulation (EU) No 181/2011, Regulation (EU) No 2021/782 and international conventions.

For example, in the case of transport on board a yacht, the carrier's liability is governed by EC Regulation 392/2009 in the event of an accident. Thus, in the event of loss suffered as a result of:

- personal injury or death caused by a shipping incident such as shipwreck, capsizing or explosion, the carrier may be held liable unless it proves that the event giving rise to the liability resulted from (i) an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character, or (ii) an act or omission done with the intent to cause the incident by a third party, insofar as the loss suffered does not exceed 250.000 SDR (Special Drawing Rights). If and to the extent that the loss exceeds the above limit, the carrier shall be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.
- death of or personal injury to a passenger not caused by a shipping incident, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The burden of proving fault or neglect shall lie with the claimant.
- loss of or damage to cabin luggage, the carrier shall be liable if the incident which caused the loss was due to the fault or neglect of the carrier. The fault or neglect of the carrier shall be presumed for loss caused by a shipping incident.
- loss of or damage to cabin luggage, the carrier shall be liable only if the loss was due to its fault or neglect. In this respect, the Traveller is informed that the fault or neglect of the carrier shall be presumed for loss caused by a shipping incident For the loss suffered as a result of the loss of or damage to luggage other than cabin luggage, the carrier shall be liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.

Furthermore, the Traveller is also informed that any action against the Carrier for compensation for loss or damage resulting from the death of or personal injury to a Traveller, or loss of or damage to baggage, is subject to a limitation period of two (2) years pursuant to Article 16 of the Athens International Convention. This limitation period shall be calculated as follows:

- in the case of personal injury: from the date of disembarkation of the Traveller
- in the case of death occurring during carriage, from the date when the Traveller should have disembarked,
- in the case of personal injury occurring during carriage and resulting in the death of the Traveller after disembarkation, from the date of death, provided that this period shall not exceed three years from the date of disembarkation; and,
- in the case of loss of or damage to luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later

The Traveller may lodge claims under the French Tourism Code and the aforementioned regulations and international conventions.

The compensation or price reduction granted under the French Tourism Code and the compensation or price reduction granted under the said regulations and international conventions are deducted from each other to avoid any double compensation.

#### **6.1.1 Non-compliance of a Travel Service**

If the Traveller becomes aware of any non-compliance during the performance of the Travel Services, he/she must promptly inform O.E Management Company (or the Travel Agency who will inform O.E Management Company). Any complaint relating to a Travel Service must be made in writing, accompanied by supporting documents where applicable. The complaint is examined on the basis of the contractual elements, as subjective assessments cannot be taken into account.

In any event, O.E Management Company undertakes to attempt to remedy the non-compliance, unless this:

- is impossible; or
- results in disproportionate costs, taking into account the extent of the non-compliance and the value of the Travel Service(s).

Subject to the cases mentioned above, if it is not possible to remedy the non-compliance within the reasonable period set by the Traveller or if the Traveller refuses to accept this or if an immediate solution is required, the Traveller may:

- remedy the situation himself/herself and claim reimbursement of the necessary expenses;
- request a price reduction and, in the event of separate damage, compensation for the loss suffered in accordance with Article L. 211-17 of the French Tourism Code.

#### **6.1.2 Failure to perform a significant part of the Travel Services**

If a significant part of the Travel Services cannot be provided as set out in the Sales Contract, O.E Management Company will offer, at no extra charge, other appropriate services, if possible of equal or superior quality to those set out in the Sales Contract, for the continuation of the Sales Contract, including if the Traveller's return to his/her place of departure is not provided as agreed.

If the substitute services offered are of inferior quality to those initially planned, the Traveller may request an appropriate price reduction. The Traveller may only refuse the other services offered if they are not comparable to those initially planned or if the price reduction granted is not appropriate.

#### **6.1.3 Non-compliance that considerably disrupts the performance of the Trip**

If a non-compliance significantly disrupts the performance of a Travel Service and is not remedied within a reasonable period set by the Traveller, the latter may cancel the Sales Contract without paying any cancellation fees and request, where applicable, a price reduction and, in the event of separate loss, compensation for the separate loss in accordance with article L. 211-17 of the French Tourism Code.

If it proves impossible to offer other Travel Services or if the Traveller refuses the other Travel Services offered, the Traveller is entitled, if applicable, to a price reduction and, in the event of separate loss, to compensation in accordance with Article L. 211-17, without cancellation of the Sales Contract.

If the Sales Contract includes a transport service, TourCo or O.E Management (or the Travel Agency) will also provide the Traveller, in the cases mentioned in the two preceding paragraphs, with repatriation by an equivalent means of transport, as soon as possible given the circumstances of the case and at no additional cost to the Traveller.

#### **6.1.4 Impossibility of ensuring the Traveller's return under the conditions provided for in the Sales Contract in the event of Unavoidable and Extraordinary Circumstances**

If it is impossible, due to Unavoidable and Extraordinary Circumstances, to ensure the return of the Traveller as provided for in the Sales Contract, TourCo or O.E Management Company will bear the

costs of the necessary accommodation, if possible of an equivalent category, for a maximum period of three (3) nights per Traveller, unless longer periods are provided for by EU legislation on Travellers' rights applicable to the means of transport concerned for the return of the Traveller.

This limitation of costs does not apply to persons with reduced mobility, accompanying persons, pregnant women and unaccompanied minors, nor to persons requiring specific medical assistance, provided that TourCo or O.E Management Company has been notified of their particular needs at least forty-eight (48) hours prior to the commencement of the Sales Contract.

TourCo or O.E Management Company may not invoke Unavoidable and Extraordinary Circumstances to limit its liability in this respect if the Service Provider in question cannot itself invoke such circumstances.

## **6.2 Traveller's liability**

The Traveller is liable for any loss caused by himself/herself or by the Travellers for whom he/she has booked the Trip, subject to the occurrence of Unavoidable and Extraordinary Circumstances.

In particular, the Traveller remains liable for any damage, loss, breakage or other harm that he/she or that one or more Travellers for whom he/she has booked the Trip may cause to TourCo and/or O.E Management Company and/or a Service Provider.

The Traveller therefore undertakes to compensate TourCo and/or O.E Management Company and/or a Service Provider for any loss suffered.

## **ARTICLE 7. Travel assistance for Trips**

TourCo or O.E Management undertakes to provide all necessary assistance to Travellers encountering difficulties during the performance of the Trip.

TourCo or O.E Management undertakes in particular, where appropriate and on request:

- To provide information on health services, local authorities and consular assistance; and
- To help Traveller(s) make long-distance calls and find other Travel Services.

The Traveller in difficulty may contact O.E Management Company via the contact details specified in article 1.3 of the GTC.

In such a case, TourCo will charge the Traveller a reasonable fee for this assistance if this difficulty is caused intentionally by the Traveller or by his/her negligence. Under no circumstances will the price charged exceed the actual costs incurred by TourCo.

## **ARTICLE 8. Specific provisions relating to transport by sea**

### **8.1 Master's powers**

The Yacht's Master has the right to retain charge and control without a pilot, to tow and assist other yachts in all circumstances, to deviate from the intended route if necessary to ensure the safety of Travellers and the Yacht, to enter any port (whether or not it is on the Yacht's itinerary) and to transfer a Traveller and his/her luggage to another yacht in order to continue the Trip.

Furthermore, the Traveller acknowledges and accepts that he/she is subject to the disciplinary authority of the Yacht's Master with regard to the safety of the Yacht and navigation. In this context, the Traveller undertakes in particular to comply with all instructions and orders given on board, including those relating to safety briefings and emergency drills in accordance with article 10.6 of the GTC.

If, in the sole opinion of the Master, a Traveller is unfit to commence or continue the cruise, or if his/her physical or mental condition constitutes a risk to the Yacht or to the health and safety of any other guest or crew member, or if his/her behaviour is such that it may affect the enjoyment of other Travellers, the Traveller acknowledges and agrees that the Master has the right, as the case may be, to:

- refuse the Traveller,
- order the Traveller to disembark at any port,
- refuse to allow the Traveller to disembark at a particular port,
- confine the Traveller to a certain area of the Yacht or refuse to allow the Traveller to take part in certain activities on board. Similar measures may be taken independently by other Service Providers in accordance with the disciplinary authority conferred on them by law or by contract; in this respect, TourCo and/or O.E Management Company assume no liability in respect of such Service Providers.

TourCo and/or O.E Management Company further inform the Traveller that they and the Yacht's Master may comply with all orders or directions whatsoever issued by the government or authorities of any nation or by any person acting or reasonably appearing to be acting on behalf of or with the authority of such government or authorities or by any person having, under the terms of the War Risk Insurance on the Yacht, the right to issue such orders or directions.

Accordingly, if, as a result of and in accordance with such orders or directions, the Travel Services are modified - for example through the disembarkation of any Traveller or the unloading of baggage, in accordance with such orders or directions - TourCo and/or O.E Management Company shall not be liable and the Traveller shall not be entitled to claim any compensation or indemnity whatsoever in respect thereof.

## **8.2 Pregnant women**

As the Yachts are not equipped to provide assistance during pregnancy and childbirth, pregnant women are allowed to take a cruise if they are not more than 24 weeks pregnant during the cruise (boarding and disembarkation included).

All pregnant women are required to produce, at the time of boarding the Yacht, a medical certificate, issued by a specialist gynaecologist, attesting to their ability to take part in the Trip until the end of the Trip. TourCo and/or O.E Management Company may not, under any circumstances, be held liable to the passenger in the event of any problem or incident relating to her pregnancy occurring during or after the Trip.

## **8.3 Babies and children**

Children aged between zero (0) and two (2) years on the date of embarkation are not allowed on board our Yachts. Children aged between two (2) and twelve (12) years are only allowed on board our yachts in certain suites and on selected trips.

## **8.4 People who are unwell, disabled or have reduced mobility, diets**

Any Traveller suffering from a physical or mental illness, disability or other need requiring special medical arrangements or attention, medical equipment/supplies or special care or assistance during the Trip is required to inform O.E Management Company at the time of booking the Trip.

Similarly, if the Traveller's condition changes between the date of booking and the date of departure, which may render the carriage of that Traveller unsafe, the Traveller is required to inform O.E Management Company as soon as possible and to advise O.E Management Company of any need for special arrangements, medical equipment/supplies, care or assistance.

Failing this, if the Traveller cannot be transported safely and in accordance with the applicable safety requirements, TourCo and/or O.E Management Company may refuse to accept a booking or to subsequently embark such Traveller for safety reasons based on a risk assessment carried out by

TourCo and/or O.E Management Company and medical staff in accordance with, *inter alia*, the applicable provisions of the International Management Code for the Safe Operation of Ships and for Pollution Prevention ("ISM Code") and the International Convention for the Safety of Life at Sea.

In the event that the Traveller refuses to provide the required information and/or documents, or to undergo the health examination provided for in article 10.6.1 of these GTC, the Sales Contract shall be automatically terminated, without any right to a refund of the amount paid for the part of the Package Tour not provided and/or for the other associated services purchased.

In any event, no booking request will be granted for a Traveller whose physical or mental condition is such that participation in a Trip would be impossible or dangerous for himself/herself or for others, or who requires specific care or assistance that cannot be obtained during the Trip on board the Yacht.

Furthermore, Travellers are informed that the Yachts have a limited number of suites equipped to accommodate Travellers with disabilities and reduced mobility; not all areas and facilities of the Yachts are accessible to persons with disabilities and reduced mobility and/or specifically equipped to accommodate them.

Reservations from disabled persons and persons with reduced mobility will therefore be accepted subject to availability and, if necessary, the presence of an accompanying person able to assist them, in accordance with the provisions of Regulation (EU) no. 1177/2010, as well as prior assessment by the relevant offices of the medical documentation requested at the time of booking.

The Traveller is requested to inform O.E Management Company (at least 30 days prior to departure) of any special dietary requirements so that these can be taken into account during the Trip as far as possible. The Traveller is informed that due to the constraints of the Trip, it will not always be possible to offer a different meal and that under no circumstances can TourCo and/or O.E Management Company be held liable for any consequences arising from failure to comply with specific dietary requirements.

In order to ensure a level of service commensurate with an exclusive premium yacht experience, the Traveller shall notify O. E Management Company at the time of booking, who will then inform TourCo, of any medical condition which may require treatment or assistance on board (including, but not limited to, assistance using toilet facilities, assistance getting up and going to bed, medication administered by injection other than for well-managed diabetes), any allergy (including food allergy) or any disability or reduced mobility/sensory impairment, as a result of which the Travellers in question would not be able to enjoy a Trip aboard a yacht, and provide full details of the Travellers in question.

Pets are not permitted on board our Yachts, with the exception of assistance dogs, provided that Travellers book a suite with a balcony and provide the appropriate documentation.

## **8.5 Transport ticket**

The carrier will issue a ticket to Travellers establishing the right to carriage. The ticket may be issued in electronic form.

## **8.6 Health and Safety on board Yachts**

### **8.6.1 Health on board Yachts**

Should a Traveller be found to be unwell on board or prior to embarkation on a Yacht, TourCo reserves the right to refuse embarkation/order disembarkation/isolate the Traveller for as long as strictly necessary, in accordance with local regulations and/or as indicated by the doctor on board if, after assessment by the Yacht's doctor or on the basis of applicable regulations, the Traveller's stay and/or free movement on board may endanger his/her health, that of other Travellers and/or that of the crew.

The Traveller shall comply with the procedures implemented and duly communicated by TourCo for the purpose of containing the spread of any pandemic and/or virus on board. In this respect, the Traveller undertakes, without compensation of any kind, including financial compensation from TourCo and/or O.E Management Company, to comply with and guarantees that the Travellers will comply with:

- any precautionary measures relating to social distancing, the conduct of experiments on board or on land during stopovers, the use of protective equipment such as face masks and, in general, hygiene protocols,

- any measure of isolation and/or early disembarkation that may be prescribed by the Yacht's doctor and/or any competent authority in the event of particular health circumstances endangering safety and health on board and/or in the event of the Traveller testing positive for any virus and/or epidemiologically widespread disease (e.g. SARS-COV- 2-19, gastrointestinal viruses, etc.);

In any event, the Traveller is informed and accepts that the precautionary measures taken to ensure safety on board may be modified depending on the health situation at the time. In the event of failure to comply with the procedures duly communicated to the Traveller, the latter will be disembarked without the possibility of obtaining a refund for the part of the trip not completed and/or the other services purchased as part of the Package Tour.

### **8.6.2 Safety on board yachts**

The Traveller must behave in such a way as not to jeopardise the safety, peace and enjoyment of the cruise for other Travellers and comply with the normal rules of prudence, as well as all provisions given by TourCo and/or O.E Management Company, and the regulations and administrative or legislative provisions concerning the Trip. In particular, the Traveller is required to participate in the activities (instructions given to Travellers) and emergency drills that TourCo will conduct on board the Yacht.

In addition, the Traveller shall provide TourCo and O.E Management Company with all information required to ensure compliance with safety requirements, and in particular those set out in Council Directive 98/41/EC as amended by Directive (EU) 2017/2109. The collection and processing of data (including images) is carried out in order to ensure public safety and order on board and the effectiveness of any search and rescue operation and in compliance with the provisions of Regulation (EU) No 679/2016 (the General Data Protection Regulation).

The following items are prohibited on board: weapons and ammunition, explosives, fireworks and flares, compressed or liquefied gases (flammable, non-flammable, refrigerant, irritant or toxic) such as camping gas, rocket launchers, and firearms, infectious, toxic, corrosive and radioactive substances, items classified as makeshift weapons, drones, goods, and live animals or dangerous substances, without written authorisation from TourCo.

Travellers are strongly advised not to buy antique weapons, knives, daggers, swords or similar objects during their shore excursions. If any of these items are found in their possession, on-board security staff will ask them to leave them ashore without any further compensation.

Furthermore, in accordance with the health and safety standards adopted by TourCo, it is forbidden to bring food and/or drink on board, whether in hand luggage or checked luggage delivered to your suite. Exceptions are made for personal hygiene products (shampoo, bath foam, creams, etc.), medicines, food or products specifically intended for children or pets that are expressly authorised, and food products certified for special diets.

This restriction also applies to food and drink purchased in the port during stopovers. All local products purchased during excursions will be kept on board and returned at the end of the Trip.

### **8.6.3 General provisions**

If the Traveller is responsible for one or more of the behaviours specified in articles 8.6.1 and 8.6.2 of the GTC, TourCo and/or O.E Management Company and the Yacht's Master shall have the right to refuse a new reservation on the Yachts for a specified period.

### **8.7 On-board doctor**

If a Traveller requires medical attention on board one of our Yachts, the on-board doctor is available to provide services at the usual charge. The opinion of the on-board doctor as to the fitness of a guest to embark and/or continue the cruise is final and binding on the Traveller concerned.

### **8.8 Valuables**

TourCo provides Travellers with a safe on board its Yachts; TourCo declines all responsibility for cash, documents, jewellery and other valuables kept elsewhere than in the safe.

## **8.9 Pledge and Retention**

TourCo has a right of retention and pledge on the Traveller's luggage or other property to cover the payment of the fare and any other amounts owed by the Traveller for the goods and services offered on board.

Accordingly, if the Traveller fails to pay the amounts due for any reason whatsoever, TourCo has the right to sell all or part of the Traveller's luggage and other property, including, if necessary, through public mediators, without the need for court approval, up to the amount due.

## **ARTICLE 9. Specific provisions for en suite accommodation**

### **9.1 General provisions**

- The number of nights is specified on the Trip booking confirmation. Prices are calculated on the basis of a number of nights. The first and last days may be shortened due to late arrivals or early departures.

## **ARTICLE 10. Car hire**

Car hire is governed by the Specific Terms and Conditions of the relevant Service Provider, which are provided by TourCo and O.E Management Company or the Travel Agency to the Traveller when the Sales Contract is concluded.

## **ARTICLE 11. Experiences on board, and experiences ashore during stopovers**

### **11.1 Experiences included in the price of the Trip**

Experiences included in the price of the Trip will be offered to the Traveller. They can take place on board or ashore during stopovers.

### **11.2 Additional experiences**

Experiences not included in the price may also be offered to the Traveller, either on board or ashore during stopovers. The terms and conditions of participation and cancellation will be defined specifically for each experience and provided to the Traveller prior to any booking.

## **ARTICLE 12. Provisions relating to administrative, customs and health formalities**

Travellers are responsible for complying strictly with all applicable regulations, whether relating to police formalities, such as obtaining visas or other authorisations, or health requirements, such as compulsory vaccinations. These formalities, applicable to all stages of the Trip, are communicated to the Traveller by TourCo and/or O.E Management Company or the Travel Agency prior to the conclusion of the Sales Contract for the Trip.

The Traveller is required to ensure that each Traveller for whom the Sales Contract has been concluded is duly informed of the required administrative and health formalities.

In the case of minors, it is the responsibility of their legal representatives to check that the documents required, particularly those relating to identification, comply with the requirements of the competent authorities.

Please note that family record books are not valid identity documents; each minor shall carry his/her own identity document with photograph. Please also note that unaccompanied minors are not accepted on Trips offered by TourCo.

TourCo and/or O.E Management Company decline all liability in the event of failure to comply with the administrative, customs and health formalities required, which are the sole responsibility of the Traveller.

It is the Traveller's responsibility to ensure, prior to departure and throughout the Trip, that the required documents are valid, and to bear the related costs, including those relating to customs formalities for the import or export of objects.

The Traveller may consult official sources of information, including the websites of the French Ministry for Europe and Foreign Affairs (MEAE) and the French Ministry of Solidarity and Health, for information on the administrative, customs and health formalities in force in the destination and/or transit countries:

- Ministry of Foreign Affairs - travel advice: <http://www.diplomatie.gouv.fr/fr/conseils-aux-Voyageurs/>
- Institut Pasteur - recommendations by country: <http://www.pasteur.fr/fr/map>

It is the Traveller's responsibility to ensure, depending on his/her personal situation, that he/she is in possession of a valid passport that complies with the legal and regulatory requirements applicable to transit through and/or entry into the country or countries concerned by the Trip. It is the sole responsibility of foreign nationals to contact the relevant embassies and/or consulates beforehand to find out about the administrative formalities required for entry and residence in the destination and transit countries.

Travellers who are French nationals are also responsible for ensuring that the required administrative and health-related documents comply with the requirements for the Trip in accordance with the information provided by TourCo and/or O.E Management Company.

The Traveller is advised to consult the competent authorities directly in order to check the accuracy of the information relating to administrative, customs and health formalities. TourCo and/or O.E Management Company may not under any circumstances be held liable for any consequences arising from the Traveller's failure to comply with police, customs or health regulations, either before departure or during the Trip.

If a Traveller fails to present the required documents and if this failure results in the Traveller being unable to board a flight or access a Travel Service, no refund may be requested from TourCo and/or O.E Management Company.

The Traveller is responsible for completing and paying for the police, customs and health formalities required for his/her Trip, such as passport, national identity card, residence permit, parental authorisation, visa, medical certificate and vaccination booklet.

## **ARTICLE 13. Insurance**

### **13.1 Professional liability insurance for TourCo and O.E Management Company**

TourCo has taken out a policy with HELVETIA (policy no. 92405307) covering the financial consequences of its professional liability.

This insurance only covers TourCo's liability as a travel professional and in no way replaces the insurance cover that each Traveller must take out individually and voluntarily.

### **13.2 Assistance**

To meet its assistance obligations, TourCo has taken out an assistance policy to ensure that all passengers are covered during their cruise with:

#### **ALLIANZ PARTNERS, Eurosquare 2, 7 rue Dora Maar, 93400 St Ouen**

The following covers are therefore provided:

- **Repatriation or medical transport:** If you suffer an illness, accident or health problem during your stay and your state of health requires you to be transported, we

will organise and pay for your transport to the nearest suitable medical establishment or to your home.

- **In the event of hospitalisation:** If you are hospitalised for more than 10 days, a return ticket will be provided so that a close relative can be with you or for the return of an accompanying person. The costs of the accompanying person will also be covered, up to a maximum of €500 per night per person for a maximum of 10 nights.
- **Medical expenses:** if you fall ill or are the victim of an accident during your stay, you will be reimbursed for your medical, surgical, pharmaceutical and dental expenses up to a maximum of €150,000. This cover is in addition to Social Security, mutual insurance or private insurance.
- **In the event of death:** the assistance provider organises and pays for the cost of transporting the body and funeral expenses.

### **13.3 Insurance**

Travellers are strongly advised to take out insurance covering the amounts paid or due under Sales Contracts in the event of cancellation on their initiative in certain cases specified by the insurer.

## **ARTICLE 14. Proof, storage and archiving of transactions**

O.E Management Company recommends that the Traveller keeps a reliable paper or electronic record of all data relating to his/her order, including these GTC.

The computer records kept in the TourCo and/or O.E Management Company computer systems under reasonable security conditions shall be considered as proof of the communication, orders and payments that have taken place between the Traveller and TourCo.

Invoices are archived on a reliable and durable medium in such a way as to correspond to an accurate and durable copy.

In addition, and in accordance with article L.213-1 of the French Consumer Code, TourCo and O.E Management Company undertake to keep and archive on all media, for a period of 10 years, all Trips with a value of €120 or more and to guarantee access to them by the Traveller at all times.

## **ARTICLE 15. Entire agreement**

If, at any time, one or more of the provisions of these GTC is deemed invalid or becomes invalid or is deemed inapplicable for any reason for any reason under applicable laws, that provision shall be deemed to have been deleted from these GTC and the validity and/or applicability of the remaining provisions of the GTC shall not be affected or impaired thereby.

## **ARTICLE 16. PROTECTION OF PERSONAL DATA**

### **16.1 Processing of Personal Data by O.E Management Company**

When the Traveller uses the Website or calls the Call Centre, in particular to book a Trip, O.E Management Company collects and processes his/her Personal Data in its capacity as data controller in accordance with Regulation (EU) 2016/679 ("GDPR"). The terms of this processing of Personal Data are described in OE Management Company's privacy policy. By accepting these GTC, the Traveller acknowledges having read and understood this privacy policy.

### **16.2 Processing of Personal Data by O.E Management Company and the Operators acting as joint controllers**

O.E Management Company and the Operators share Travellers' Personal Data relating to their Trips, their preferences, their satisfaction and, where applicable, their membership of the loyalty programme. The processing of this Personal Data is based on the legitimate interest of each of the joint controllers in order to improve the quality of the service and the experience of the Traveller in each of these yachts, hotels and trains. In this context, the Traveller's Personal Data is processed jointly by O.E Management

Company and the Operators. In order to enable this legitimate interest to be pursued while guaranteeing the rights and freedoms of the Traveller, a specific joint controller agreement describes the obligations and responsibilities of O.E Management Company and the Operators. The Traveller may at any time exercise his/her rights (access, opposition, rectification, limitation, deletion, portability and the right to leave instructions concerning the processing of his/her Personal Data after his/her death), and in particular object to the sharing of his/her Personal Data between the Operators and O.E Management Company by contacting O.E Management Company's Data Protection Officer at the following email address: [data.privacy@orient-express.com](mailto:data.privacy@orient-express.com). The Traveller may also request a summary of the key points of this joint controller agreement.

### **16.3 Processing of Personal Data by TourCo**

The Traveller is also informed that the Personal Data collected in connection with his/her Trip will be transmitted to TourCo, the company that organises and provides the Trips. TourCo will process this data as a separate data controller in order to provide Travellers with the best possible Trip experience.

In view of the above, in accordance with Article 14 of Regulation (EU) 2016/679 ('GDPR'), TourCo provides the Traveller with information concerning the processing of his/her Personal Data in connection with the Trip via the following link : [www.silenseas.com/tourco.privacy](http://www.silenseas.com/tourco.privacy)

## **ARTICLE 17. Applicable law and settlement of disputes**

### **17.1 Applicable law**

These GTC are governed by French law, without prejudice to the mandatory protective provisions applicable in the consumer's country of residence.

### **17.2 Complaints - amicable dispute resolution**

For any questions regarding the information published or any complaints, the Traveller may contact the Call Centre using the contact details specified in article 1.3 of the GTC.

The Traveller is hereby informed that if he/she wishes to make a claim in respect of his/her Trip at sea pursuant to EU Regulation no. 1177/2010, he/she has a period of two months from the date on which the service was performed or should have been performed. The carrier then has a period of one month from the date of receipt of the complaint to inform the Traveller whether the complaint has been substantiated, rejected or is still being considered. The carrier is required to respond to the complaint within a maximum period of two months from the receipt of the complaint.

In any event, any complaint relating to the Trip shall be made in writing, accompanied by supporting documents, and sent by registered letter with acknowledgement of receipt or by e-mail with acknowledgement of receipt as soon as possible.

O.E Management Company or TourCo will endeavour to respond within four (4) weeks from the receipt of the complaint.

In the event of a dispute, TourCo and the Traveller undertake to seek an amicable solution in good faith before taking any legal action.

### **17.3 Settlement of disputes**

In the event of a dispute, the Traveller may submit a complaint, including to the Call Centre. If the complaint is unsuccessful, the Traveller may submit his/her dispute to a conventional mediation procedure or to any other alternative dispute resolution method, in accordance with the conditions set out in Title I of Book VI of the French Consumer Code. The Ombudsman, whose contact details are given below, who will attempt, in a completely independent and impartial manner, to bring the Parties together with a view to reaching an amicable solution.

the Traveller may refer the matter to the French Tourism and Travel Ombudsman - BP 80303 - 75823 Paris Cedex 17.

- For information on how to contact the Ombudsman, please click on the following link: [www.mtv.travel](http://www.mtv.travel).
- The Ombudsman may be contacted within twelve (12) months of the first complaint.
- The form for contacting the Mediation officer is available by clicking on the following link: Tourism and Travel Ombudsman referral form. [https://cloud7.eudonet.com/Specif/EUDO\\_03874/FormulaireDossierLitiges/Connexion.aspx](https://cloud7.eudonet.com/Specif/EUDO_03874/FormulaireDossierLitiges/Connexion.aspx)
- .

The above terms and conditions are without prejudice to the Traveller's right to bring an action concerning the Contract before the competent court, the court of his/her place of residence or habitual domicile or the court of the place where the loss occurred.

## Appendix 1 - Information form for booking Package Tours

**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](https://www.legifrance.gouv.fr/codes/section_lc/LEGITEXT000006074073/LEGISCTA000006143163/#LEGISCTA000020897224)

## Rights of passengers travelling by sea and inland waterways

Passengers, including those with a disability or reduced mobility, travelling by sea and by inland waterways enjoy the same rights wherever they travel in the European Union (EU). These rights, including the right to information or compensation in the case of delay or cancellation, complement similar rights for [air](#), [rail](#), [bus](#) and [coach](#) passengers.

### ACT

Regulation (EU) No [1177/2010](#) of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004

### SUMMARY

Passengers, including those with a disability or reduced mobility, travelling by sea and by inland waterways enjoy the same rights wherever they travel in the European Union (EU). These rights, including the right to information or compensation in the event of delay or cancellation, complement the similar rights of passengers travelling by [air](#), [rail](#) and [road \(bus or coach\)](#).

### WHAT DOES THIS REGULATION DO?

It sets out the rights of all passengers, including the disabled and persons with reduced mobility, travelling by sea or inland waterway within the EU.

### KEY POINTS

These rights apply to passengers travelling in the EU on large ferries and cruise ships on sea, rivers, lakes or canals.

They include:

- **reimbursement or rerouting** in situations of cancellation or of delay at departure of more than 90 minutes;
- **adequate assistance** e.g. meals, refreshments and, where necessary, accommodation for up to 3 nights in situations of cancellation or delay at departure of more than 90 minutes;
- **compensation** of between 25% and 50% of the ticket price in situations of delay in arrival or cancellation of journeys;
- non-discriminatory treatment and specific assistance free of charge for **disabled persons and persons with reduced mobility** both at port terminals and on board ships, as well as financial compensation for loss or damage of their mobility equipment;
- adequate **information** on travel arrangements for all passengers before and during their journey, as well as general information about their rights in terminals and on board ships;
- establishment of a **complaint-handling mechanism** by carriers and terminal operators;
- establishment of independent national bodies to **enforce the rights** guaranteed under the regulation, including, where appropriate, the application of penalties.

Since 31 December 2012, [Regulation \(EC\) No 392/2009](#) on the liability of carriers of passenger by sea also covers passengers in case of loss of damage resulting from an accident.

### WHEN DOES THE REGULATION APPLY?

From 18 December 2012.

### BACKGROUND

[European Commission website on passenger rights - sea transport](#)

Following the COVID-19 outbreak and introducing measures to cope with the impact of the crisis, the European Commission adopted:

- [Commission Notice Interpretative Guidelines on EU passenger rights regulations in the context of the developing situation with Covid-19](#)
- [Commission Recommendation \(EU\) 2020/648 of 13 May 2020 on vouchers offered to passengers and travellers as an alternative to reimbursement for cancelled package travel and transport services in the context of the COVID-19 pandemic](#)

#### REFERENCES

Act	Entry into force	Deadline for transposition in the Member States	Official Journal
<a href="#">Regulation (EU) No 1177/2010</a>	6.1.2011	-	<a href="#">OJ L 334, 17.12.2010, pp. 1-16</a>

#### RELATED ACTS

Regulation (EC) No [392/2009](#) of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents ([OJ L 131, 28.5.2009, pp. 24-46](#))

### Liability of Yacht owners in the event of accidents

Passengers involved in maritime accidents must have an adequate level of compensation for any loss or damage they suffer. To ensure this, Yacht owners must have appropriate insurance arrangements in place.

#### ACT

Regulation (EC) No [392/2009](#) of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents

#### SUMMARY

Passengers involved in maritime accidents must have an adequate level of compensation for any loss or damage they suffer. To ensure this, Yacht owners must have appropriate insurance arrangements in place.

#### WHAT DOES THE REGULATION DO?

The regulation aims to harmonise the rules on liability and insurance for shipping companies carrying passengers at sea. It lays down harmonised rules on liability and insurance for shipping companies carrying passengers by sea. It introduces into European law the provisions of the [1974 Athens Convention](#) on the carriage of passengers and their luggage by sea and guidelines from the [International Maritime Organisation](#).

#### KEY POINTS

- The legislation applies to all Yachts flying an EU country flag, travelling to or from a European port, or under a European contract of carriage (i.e. a contract between the carrier and its passengers defining rights, duties and liabilities).
- The legislation currently applies to both international and domestic voyages, but it does not apply to domestic voyages in the course of which the Yacht is less than 5 miles from the coastline.
- The operators' liability covers passengers and their luggage and vehicles, as well as mobility equipment for persons with reduced mobility.
- For any injury or damage caused by a shipping incident (i.e. shipwreck, capsizing, collision or stranding, fire or explosion, or other defect of the Yacht), victims do not need to prove fault on the part of the carrier in order to be compensated.
- Yacht operators must make an advance payment to cover the immediate economic needs of a passenger who is killed or injured in a shipping incident. This payment does not imply the shipping company acknowledges liability.
- The minimum advance payment for the death of a passenger is €21,000.
- Shipping companies must provide passengers with understandable information on their rights.
- This information must be available at all points of sale, including by phone and the internet, and provided before, or at the latest on, departure.
- The European Commission, no later than 3 years after the legislation takes effect (31 December 2012), must produce a report on how it is being applied.
- EU governments may postpone application of the legislation for Yachts involved in purely domestic voyages covered by the regulation. For Yachts which travel less than 20 miles from the shore, the deadline is 31 December 2018 at the latest. For all others, the deadline is 31 December 2016.

#### SINCE WHEN DOES THE REGULATION APPLY?

From 29 May 2009.

For more information, see [Passenger rights on the European Commission's website](#).

#### REFERENCES

Act	Entry into force	Deadline for transposition in the Member States	Official Journal
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Regulation (EC) No <a href="#">392/2009</a>	29.5.2009	-	<a href="#">OJ L 131, 28.5.2009,</a> <a href="#">pp. 24-46</a>
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