

**ORIENT EXPRESS SAILING YACHTS
TICKET CONTRACT CHARTER GUESTS**

Ticket details

Traveller Details	Last Name	
	First Name(s)	
	Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other
	Date of Birth (DD/MM/YYYY)	
	Nationality	
	Place of Birth	
Cruise Information	Ship Name	
	Booking Number / Cabin	
	Departure Date	
	Port of Embarkation	
	Cruise Itinerary / Number	
	Arrival Date	

Article 1. General information

1.1. Definitions

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

Anti-Corruption and Anti-Money Laundering Laws	Means all applicable laws, regulations, codes, orders, and sanctions relating to anti-bribery, anti-corruption, anti-money laundering, and the prevention of the financing of terrorism, including but not limited to the French Law No. 2016-1691 of 9 December 2016 (known as "Sapin II"), the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, EU Directive 2015/849 (as amended), and any other equivalent legislation applicable in the jurisdictions relevant to the performance of the Trip.
Call Centre	Refers to the reservation and assistance centre for Travellers whose contact details are set out in article 1.3 of this Ticket Contract.
Family Voyage(s)	Means selected Trips specifically designated by TourCo as open to children aged between six (6) months and sixteen (16) years old, subject to limited capacity, suite eligibility, and special booking conditions. Family Voyages may include dedicated crew, babysitting services, and activities specifically curated for children, as further described in Appendix 4 (Children Policy).
IMO	Means the International Maritime Organisation.
KYC Checks	Means the know-your-customer due diligence checks conducted by O.E Management Company and/or TourCo in respect of any Traveller or proposed transferee, including but not limited to identity verification, screening against applicable sanctions lists, Restrictive Measures, and any other checks required under applicable Anti-Corruption and Anti-Money Laundering Laws.
MARPOL	Means the International Convention for the Prevention of Pollution from Ships, 1973 as modified by the Protocol of 1978, and as amended and/or supplemented from time to time.
Master	Means the master of the Yacht or any person who acts under his authority.
O.E Management Company	Means O.E Management Company, the supplier of assistance services for the

	Traveller, in the name and on behalf of TourCo.
Operator	Means all owners and operators of yachts, hotels and hospitality trains operating under the Orient Express brand.
Organiser	Means the individual person or company booking the Trip from TourCo and who has proposed Traveller's name to participate to the Trip, without compensation.
Personal Data	Means any information that directly or indirectly (through additional information) identifies a natural person.
Restrictive Measures	Means any and all travel bans, trade or economic restrictions, prohibitions, embargoes, asset freezes, or sanctions of any kind imposed, administered, or enforced by any relevant governmental, supra-national, or international authority, including but not limited to those of the United States (including OFAC), France, the European Union, the United Kingdom, Switzerland, Canada, Australia, and the United Nations, as may be in force and amended from time to time.
Service Provider	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.
Ticket	Means the ticket issued by TourCo to the Traveller and containing the conditions of carriage of the Traveller in accordance with the terms of this Ticket.
Ticket Contract	Means these terms and conditions forming part of the Ticket and detailing the conditions of carriage of the Traveller and his luggage as part of the Trip.
TourCo	Means 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.
Traveller	Means any passenger of the Trip designated by the Organiser, whose name and contact details appear on the Ticket and who benefits from the Trip on a complimentary basis.
Travel Service	Means any service offered for sale by TourCo and relating to the Trip.
Trip	Means the specific voyage or cruise operated by TourCo agreed between the Organiser and TourCo, and which is irrevocably approved by the Traveller by

	acceptance of this Ticket, as it may be amended or modified, and includes all periods of embarkation and disembarkation on the Yacht of the Traveller in connection with that voyage and related Travel Services.
Unavoidable and Extraordinary Circumstances	Means 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, in accordance with article L.211-14 II of the French Tourism Code.
Website	Means the website www.orient-express.com/sailingyacht .
Yacht	Means the sailboat operating under the Orient Express brand on which the Traveller may cruise, as well as any substituted vessel used in the performance of the Trip.

1.2. Preamble

The Ticket Contract describes the terms and conditions that will apply between the Traveller and TourCo with respect to the Trip. By accepting this Ticket Contract, the Traveller hereby irrevocably agrees to the conditions of the Trip and hereby acknowledges and agrees that the Trip may be subsequently amended in agreement between TourCo and the Organiser without Traveller's consent and without compensation to the Traveller.

Traveller's acceptance and/or use of the Ticket Contract constitutes Traveller's consent on its behalf and on behalf of all other persons traveling under this Ticket Contract to be bound by the terms and conditions contained herein. The provisions contained herein supersede any oral or written representations or agreements relating to the subject matter of this Ticket Contract. In the event of any conflict between published information available on O.E Management Company's website or otherwise and this Ticket Contract, the terms of this Ticket Contract shall prevail.

1.3. Contact

The Traveller agrees that 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 Colomb, 75008 Paris

O.E MANAGEMENT COMPANY: Call Centre

By e-mail: reservations.sailingyachts@orient-express.com or 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.

Article 2. Traveller's obligation

2.1. Compliance with rules and regulations during the Trip

Travellers shall comply with all pre-embarkation, embarkation, on-board, and shore excursion, rules, policies, and regulations, including but not limited to all safety, environmental, and public health protocols, and any additional directions or instructions issued by TourCo, O.E Management Company or the Master. Failure to comply may result in denial of boarding, disembarkation, or other enforcement measures without compensation.

2.2. Traveller's information

In addition to any Traveller's obligations set forth in this Ticket Contract, Travellers shall be required to complete a "Traveller Information Form" (or any equivalent pre-embarkation document required by TourCo, O.E Management Company or the Master) prior to the departure date of the Trip. Failure to provide complete, accurate, and updated information may result in denial of boarding or disembarkation at any port, at TourCo's or O.E Management Company's sole discretion. TourCo and O.E Management Company shall have no liability for any payment, compensation, or credit of any kind if a Traveller is disembarked or denied boarding due to an incomplete or inaccurate Traveller Information Form.

Included in the Traveller Information Form is a request for contact information of family members or others in the event of an emergency, as TourCo or O.E Management Company must be able to reach each Traveller's emergency contact at any time of day.

Travellers shall ensure that such emergency contact details remain current and valid for the duration of the Trip. Neither TourCo nor O.E Management Company nor their affiliates shall be liable for any loss, damage, cost, or emotional distress arising from the TourCo's or O.E Management Company's inability to contact an emergency contact, regardless of cause.

2.3. Compliance with schedules set forth by TourCo and/or the Master of the Yacht.

Any Traveller who arrives late for embarkation, fails to rejoin the Yacht after going ashore, or leaves the Yacht before the official end of the Trip does so entirely at their own risk and expense. In such circumstances, TourCo and O.E Management Company will have no obligation to provide alternative transport, accommodation, or reimbursement of any kind. If early or unauthorised disembarkation causes the Yacht, its Master, or TourCo to incur any fines, charges, or other costs — including but not limited to immigration, customs, or port penalties — the Traveller shall be responsible for full reimbursement of those amounts upon request.

2.4. Environment

Travellers shall at all times comply with all international, national, and local environmental laws and regulations, including MARPOL, IMO guidelines, and relevant port requirements

and shall be strictly prohibited from engaging in any action that could or may harm the environment, including but not limited to:

- (i) throwing, discharging, or disposing of any item or substance—such as plastics, paper, food waste, garbage, or hazardous materials—into the sea, ports, or waterways;
- (ii) tampering with or attempting to bypass any waste-management, water-treatment, or plumbing system on board;
- (iii) bringing, storing, or using prohibited or restricted materials without prior written approval from TourCo; and
- (iv) disregarding or failing to comply with posted environmental policies, instructions from the crew, or applicable environmental laws or regulations.

Any act or omission that results in an unauthorised discharge, release, or other environmental violation—whether intentional or negligent—will make the Traveller fully responsible for all resulting costs, damages, or government fines.

TourCo reserves the right to disembark, at its sole discretion and without compensation, any Traveller who breaches this policy, and to deny future bookings in serious cases. Travellers acknowledge that environmental compliance is a condition of travel and that violations may also lead to legal action under applicable law.

Article 3. Liability

3.1. Liability of TourCo and O.E Management Company for the Trip.

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 Ticket 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. All arrangements made for or by the Traveller for any transportation or services other than forming part of the Trip, whether occurring before, during, or after the Trip — including, without limitation, flights, airport or ground transfers, hotel stays, excursions, tours, restaurants, attractions, or any similar activities, together with all associated conveyances, products, or facilities — are provided solely for the Traveller's convenience and are undertaken entirely at the Traveller's risk. The Traveller acknowledges that participation in any off-vessel activity, air, land, or hotel arrangement involves inherent risks that are accepted voluntarily by the Traveller.

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 applicable international conventions, which shall then apply to determine the Organiser's and/or O.E. Management Company's liability, the liability of TourCo and/or O.E Management Company for damages shall always be limited to three (3) times the total price of the Trip in respect of the Traveller, 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.

The rights to compensation under the above provisions are without prejudice to the rights of Travellers under, as may be applicable, Regulation (EC) No 261/2004, Regulation (EC) No 392/2009 (a summary of which is set out in Appendix 2), Regulation (EU) No 1177/2010 (a summary of which is set out in Appendix 1), Regulation (EU) No 181/2011, Regulation (EU) No 2021/782 and international conventions.

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:

- (i) 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 may be further liable unless the carrier proves that the incident which caused the loss occurred without the fault or neglect of the carrier.
- (ii) death or personal injury to a passenger not caused by a shipping incident, the carrier may 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.
- (iii) loss of or damage to cabin luggage, the carrier may be liable if the incident which caused the loss was due to the fault or neglect of the carrier.

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 may 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 TourCo and/or O.E. MANAGEMENT COMPANY for compensation for loss or damage resulting from the death of or personal injury to a Traveller, or loss of or damage to luggage, 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:

- (i) in the case of personal injury: from the date of disembarkation of the Traveller;
- (ii) in the case of death occurring during carriage, from the date when the Traveller should have disembarked;
- (iii) 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,
- (iv) 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 applicable 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.

3.2. Traveller's liability

The Traveller is liable for any loss caused by himself/herself or by the Travellers for whom he/she is responsible, 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 is responsible 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 4. 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:

- (i) to provide information on health services, local authorities and consular assistance; and
- (ii) 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 this Ticket Contract.

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 5. Specific provisions relating to transport by sea

5.1. Compliance with regulations

When required by applicable laws, regulations, and governmental or regulatory orders, or when required under the authority of the Master, TourCo and/or O.E Management Company shall have the absolute right, at their sole discretion, at any time, with or without prior notice, and without incurring any liability whatsoever towards the Traveller to take any of the following measures:

- (i) cancel, postpone, or reschedule the cruise;
- (ii) substitute the Yacht with another vessel of similar or suitable standard;
- (iii) alter, deviate from, or modify the scheduled route, itinerary, timetable, or ports of call;
- (iv) omit or add ports, destinations, or activities, whether on or off the Yacht;
- (v) render assistance to preserve life or property at sea or ashore;

- (vi) change the date, time, or location of embarkation or disembarkation;
- (vii) shorten or extend the duration of the Trip;
- (viii) or substitute alternative means of transportation, accommodation, or arrangements as deemed necessary or advisable in the circumstances.

In all such cases, the Traveller shall not be entitled to any compensation or damages except as may be expressly provided under mandatory laws.

5.2. Master's powers

The 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, the crew and/or 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 Master with regard to the safety, security, comfort, or well-being of any person or to prevent damage to or loss 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.

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:

- (i) refuse the Traveller;
- (ii) order the Traveller to disembark at any port;
- (iii) refuse to allow the Traveller to disembark at a particular port;
- (iv) 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 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 and/or the Trip 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, except as otherwise expressly provided for under any applicable mandatory laws.

Article 6. 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.

Article 7. Babies and children

The Traveller is informed and further agrees that the Yacht and the Trip are primarily designed for adults and the Organiser and/or the Master may refuse access to certain Travel Services and or facilities as they may not be fully compatible with children's safety.

Children aged under six (6) months old on the date of embarkation are not allowed on board our yachts.

Children aged between six (6) months and sixteen (16) years old are only allowed on board our yachts in certain suites and on selected trips and subject to limited capacity (the "Kid's Friendly Trips"). Travellers travelling with children aged under two (2) years old shall be required to be accompanied by a dedicated babysitter at all times during the Trip.

In the event of booking of a Family Voyage, Travellers must inform O.E. Management Company at the time of booking, and no later than one hundred and twenty (120) calendar days prior embarkation, of any children above six (6) months old who will be travelling. The Organiser reserves the right to limit the number of young children on board and may require completion of a specific form for minors, which must be submitted prior to sailing.

In all Trips, minors under the age of eighteen (18) years old must be accompanied and supervised at all times by a parent, legal guardian, or by an adult aged eighteen (18) years old or older travelling in the same suite. Where a minor travels without a parent or legal guardian, written and notarised parental authorisation appointing an adult must be provided to the Organiser no later than thirty (30) calendar days before embarkation.

Parents, guardians, and adults in charge are jointly and severally liable for any loss, damage, cost, or injury caused directly or indirectly by minors under their care. They also agree to indemnify and hold harmless the Organiser, O.E Management Company, and their affiliates from any resulting claims, fines, or expenses.

Certain facilities, experiences, and activities on board or ashore may have specific age or eligibility restrictions for safety or operational reasons. Travellers agree to comply with such requirements, which may be amended from time to time.

The Children Policy can be found in Appendix 4 hereto.

Article 8. 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 the Call Centre at least one hundred and twenty (120) calendar days before embarkation.

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 the Call Centre 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 the Call Centre may refuse to 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 ("SOLAS").

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 8 of this Ticket Contract, the Ticket shall be automatically terminated, without any right to compensation or damages..

In any event, no Ticket will be issued to 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 on behalf or from disabled persons and persons with reduced mobility shall be accepted subject to availability on equal terms with those of other Travellers. The TourCo and/or O.E Management Company may only refuse a reservation, refuse to issue a ticket, or refuse embarkation of a disabled person or person with reduced mobility where such refusal is strictly necessary in order to meet applicable safety requirements established by international law, Union law or national law, or where the design of the Yacht or port infrastructure and equipment renders the safe embarkation, disembarkation or carriage of such person physically impossible. In such cases, TourCo and/or O.E Management Company shall deploy reasonable efforts to propose an acceptable alternative to the person concerned and shall, upon request, inform the person in writing of the reasons for such refusal within five (5) working days of the refusal. Where the presence of an accompanying person is required for safety reasons, such accompanying person shall be carried free of charge in accordance with 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. The Traveller is requested to notify O.E Management Company as soon as possible of any disability or reduced mobility requiring assistance, together with any relevant medical documentation, in order to enable TourCo to make appropriate arrangements.

The Traveller is requested to inform O.E Management Company (at least thirty (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 and/or Travel Services, 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 sufficiently in advance,

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.

Article 9. Health and Safety on board Yachts

9.1. 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:

- (i) any precautionary measures relating to social distancing, the conduct of testing/screening on board or on land during stopovers, the use of protective equipment such as face masks and, in general, hygiene protocols,
- (ii) 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/ COVID-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 with no compensation whatsoever.

9.2. Safety on board yachts

The Traveller must behave at all times 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.

For safety and security reasons, the Traveller agrees and expressly consents to reasonable searches of their person, luggage, suite, or other personal effects at any time, and to the confiscation, removal, or destruction of any item which, in the opinion of TourCo, O.E Management Company, or the Master, may endanger safety, cause damage, inconvenience, or constitute a nuisance, or violate applicable laws or on-board regulations.

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.

The Traveller acknowledges and accepts that travel by sea inherently involves certain risks, including but not limited to rough seas, restricted access to full medical services, and possible evacuation or emergency procedures. Travellers who are pregnant, elderly, ill, or have any physical or mental impairment are advised to consult their doctor regarding the suitability of sea travel before embarkation. Medical facilities and evacuation capabilities may be limited or delayed, and emergency medical care may not be available at every port of call.

TourCo and O.E Management Company cannot guarantee freedom from exposure to communicable diseases or other health risks, including but not limited to COVID-19, influenza, norovirus, and similar illnesses. The Traveller knowingly and voluntarily accepts these inherent risks and releases TourCo, O.E Management Company, and their affiliates from any liability, loss, cost, or damage arising from such exposure, except where otherwise required by applicable law.

Failure by the Traveller or members of their party to comply with safety, health, or security protocols (including any health screening requirements established by TourCo and/or O.E Management Company or public authorities) may result, at TourCo's or O.E Management Company's discretion, in denial of boarding, quarantine, disembarkation, or other measures deemed necessary to protect others on board. In such cases, the Traveller shall not be entitled to any compensation, and shall bear all resulting costs, including travel, accommodation, and repatriation expenses.

9.3. General provisions

If the Traveller is responsible for one or more of the behaviours specified in articles 9.1 or 9.2 of this Ticket Contract, TourCo and/or O.E Management Company and/or the Master shall have the right to refuse a new reservation on the Yachts for a specified period.

9.4. 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.

9.5. Valuables

An on-board safe is provided in the Traveller's suite for the storage of personal belongings. The Organiser's liability for items stored in the suite safe is limited. For valuable items, the Traveller is strongly recommended to entrust them to the General Manager or a designated crew member for secure storage in the central safe.

9.6. Marina and Sea Toys

The Traveller is hereby informed and agrees that:

- (i) use of any sea toy on board the Yacht may be subject to advance booking, in accordance with the procedures and timelines communicated onboard; and
- (ii) use of certain sea toys may require holding a specific licence, permit or certificate under applicable laws or regulations. TourCo and/or the Master will inform the Traveller accordingly, and will request to verify required licences before the relevant sea toys can be used.

The Traveller must comply at all times with all safety rules, operational instructions and restrictions available and issued by TourCo and/or the Master, or the crew, as well as local regulations, applicable to the use of such sea toys. Use of the sea toys is at Traveller's own risk and is limited to persons who are able to swim and comply with the safety instructions communicated by TourCo, the Master or the crew. The Traveller shall remain solely responsible for assessing his/her own swimming abilities to use the on-board marina and/or the sea toys and TourCo and the Master and the crew shall be entitled to rely on such declarations made by the Traveller in that respect.

Article 10. Experiences on board, and experiences ashore during stopovers

Experiences included in the Trip booked by the Organiser will be offered to the Traveller.

All experiences, whether included or optional, are offered subject to availability, minimum participation, weather, local regulations, and operational considerations. TourCo and/or O.E Management Company reserve the right, at their sole discretion and without prior notice or liability, to modify, postpone, or cancel any experience, change its content, timing, duration, or location, or replace it with an equivalent alternative.

Descriptions and schedules of experiences are provided for information purposes only and may vary depending on local conditions or third-party providers.

Travellers participate voluntarily and at their own risk in all on-board and ashore experiences, including but not limited to excursions, cultural or leisure activities, fitness or wellness sessions, and watersports. Travellers are responsible for ensuring that their physical condition and skills are adequate for participation and are encouraged to consult their physician before engaging in any physically demanding activity.

TourCo and O.E Management Company shall not be liable for any injury, loss, or damage arising from participation in such activities, except where liability cannot be excluded under applicable law. Travellers are advised not to leave personal belongings unattended ashore, as the responsibility of TourCo and O.E Management Company does not extend beyond the Yacht.

Article 11. 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 the Organiser, and/or TourCo and/or O.E Management Company.

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.

Family record books are not valid identity documents; each minor shall carry his/her own identity document with photograph. 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 shall 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:

- (i) Ministry of Foreign Affairs - travel advice: <http://www.diplomatie.gouv.fr/fr/conseils-aux-Voyageurs/>
- (ii) 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 the Organiser, and/ or 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 compensation 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 12. Insurance

12.1. Professional liability insurance for TourCo and O.E Management Company

TourCo has taken out a policy with GENERALI IARD (policy no. AV611010) 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.

12.2. 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:

- (i) **Emergency evacuation and medical repatriation:** 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 emergency evacuation and/or medical repatriation to the nearest suitable medical establishment or to your home. These costs are covered on an actual cost basis (frais réels).
- (ii) **In the event of hospitalisation:** a return ticket will be provided so that a close relative can be at your bedside (transport au chevet), covered on an actual cost basis (frais réels). The accommodation costs of the accompanying person will also be covered, up to a maximum of €500 per night per person for a maximum of ten (10) nights. The return of dependants shall be covered on an actual cost basis (frais réels).
- (iii) **Emergency medical expenses:** if you fall ill or are the victim of an accident during your stay, you will be reimbursed for your medical, surgical and pharmaceutical expenses up to a maximum of €150,000. Emergency dental expenses shall be reimbursed up to a maximum of €250. This cover is in addition to Social Security, mutual insurance or private insurance.
- (iv) **In the event of death:** the assistance provider organises and pays for the cost of transporting the body and funeral expenses, covered on an actual cost basis (frais réels). Search and rescue: search and rescue costs are covered up to a maximum of €4,500.
- (v) **Travel services during the Trip:** the assistance provider offers information and support services during the Trip, including assistance in locating the nearest hospital and assistance in the event of loss of travel documents. These services are provided at no additional cost.

12.3. Travel Insurance

Travellers are strongly advised to take out insurance covering against loss or damage to baggage and personal effects, trip cancellation and emergency evacuations, accidental

death or injury, and illness and medical expenses sustained or incurred in connection with the Trip.

Certain countries included in the itinerary impose a mandatory requirement that Travellers maintain valid international travel insurance providing coverage for cruise travel. Where such requirement applies, the Traveller shall be responsible for obtaining such insurance and for presenting printed or electronic proof of coverage at the time of check-in. Failure by the Traveller to provide satisfactory proof of the required travel insurance shall result in denial of boarding, without any liability or obligation of compensation on the part of TourCo and/or O.E. Management Company. The Traveller remains solely responsible for compliance with all travel insurance requirements applicable to the Trip.

12.4. 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 this Ticket.

The computer records kept in 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, if applicable, TourCo and O.E Management Company undertake to keep and archive on all media, for a period of ten (10) years, all Trips with a value of €120 or more and to guarantee access to them by the Traveller at all times.

Article 13. Travel Sanctions and Regulations

13.1. Compliance with regulations and business ethics

Should TourCo and/or O.E Management Company receive sufficient indications that the Traveller is in breach with the applicable standards of international laws relating to fundamental human rights, non-discrimination, sanctions, embargos, arms and drugs trafficking, travel bans, trade, import and export licences and customs, health and safety of staff and third parties, immigration and ban on illegal work, environmental protection, cyber security and data protection, economic offences, fraud and influence peddling, the fight against money laundering and terrorism financing, TourCo may refuse the Traveller or order the Traveller to disembark at any port. The Traveller will not be entitled to claim any damages of any kind,.

TourCo and/or O.E Management Company expressly reserve the right to cancel, suspend, or refuse any booking or boarding - even after full payment by the Organiser - if changes in laws, regulations, sanctions programs, or governmental guidance occur that would, or could reasonably be expected to, place TourCo and/or O.E Management Company or their affiliates in violation of applicable legal or regulatory obligations.

13.2. Economic sanctions

The Traveller represents and warrants that he/she is not subject to and will comply with all applicable travel bans, trade or economic restrictions, prohibition, or sanctions of any kind imposed by any relevant authority, including but not limited to those of the United

States, France, the European Union, the United Kingdom, Switzerland, and the United Nations ("Restrictive Measures").

TourCo represents and warrants that itself and the Yacht are not subject to and will comply with the Restrictive Measures.

For the purpose of this clause a "Sanctioned Entity" is defined as any entity (being an individual, legal person, vessel, association or government) who or which: (a) is directly or indirectly subject to Restrictive Measures; or (b) is located (i.e. having its residence) in a country subject to Restrictive Measures generally or (c) is connected to any entity who is subject to Restrictive Measures or is owned or controlled, directly or indirectly, by any entity who is subject to Restrictive Measures.

TourCo may refuse embarkation or require disembarkation of the Traveller found to be a Sanctioned Entity or listed on criminal databases, such as Interpol, while retaining all payments and pursuing any additional remedies available at law.

TourCo and/or O.E Management Company may conduct screening of all Travellers against applicable government sanctions lists, restricted party lists and watchlists, prior to boarding and, where necessary, during travel. Such screening shall be conducted in compliance with applicable Restrictive Measures, including but not limited to those administered by the U.S. Office of Foreign Assets Control (OFAC), the European Union, the United Kingdom, Canada, Australia, the United Nations, and any other relevant jurisdiction.

13.3. Required Guest Information and Travel Documentation

In accordance with applicable laws and sanctions regimes—including those administered by OFAC, the European Union, France, the United Kingdom, Canada, and Australia—all Travellers are required to provide complete and accurate personal information, including full legal name, nationality, date of birth, and valid passport details, prior to confirmation of any booking (even complimentary) or boarding. This information is required to enable compliance screening, travel document processing, and security checks.

All data provided must exactly match the details on the Traveller's passport. Failure to supply accurate or complete information may result in refusal or cancellation of the booking, denial of embarkation, or delay in issuing travel documents.

Travellers are solely responsible for obtaining and maintaining valid travel documents, including a physical, undamaged passport (valid for at least six (6) months beyond voyage completion), visas, health certificates, and other documentation required by destination countries. The names on the booking must match exactly those appearing on the passport.

Failure to present valid travel documents at embarkation may result in denied boarding without compensation, or liability of TourCo and/or O.E Management Company.

Where required by port or immigration authorities, TourCo and/or O.E Management Company may temporarily retain Traveller passports for safekeeping during the voyage. Passports shall be securely stored and returned to Travellers when necessary for disembarkation or at voyage completion.

Article 14. Entire agreement

If, at any time, one or more of the provisions of this Ticket Contract is deemed invalid or becomes invalid or is deemed inapplicable for any reason under applicable laws, that provision shall be deemed to have been deleted from this Ticket Contract and the validity

and/or applicability of the remaining provisions of this Ticket Contract shall not be affected or impaired thereby.

Article 15. Protection of Personal Data

15.1. Processing of Personal Data by O.E Management Company

When the Traveller uses the Website or calls the Call Centre, 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 this Ticket Contract, the Traveller acknowledges having been informed of and having read this privacy policy. For the avoidance of doubt, such acknowledgement does not constitute consent within the meaning of Article 7 of the GDPR, and the processing of the Traveller's Personal Data shall be carried out on the applicable legal bases set out in the said privacy policy.

The Traveller hereby agrees that certain of its Personal Data may have been or may be disclosed by the Organiser to TourCo and O.E Management Company for the purpose of processing the booking, organising and delivering the Trip and associated Travel Services.

The Traveller acknowledges and accepts such disclosure, provided that such data is processed in accordance with applicable data protection laws, including Regulation (EU) 2016/679 ("GDPR"), and solely for the purposes stated herein. The Traveller's rights under applicable data protection legislation, including the right of access, rectification, erasure, restriction, portability and objection, shall remain unaffected.

15.2. 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. A summary of the essential terms of this joint controller agreement is made available to the Traveller in accordance with Article 26(2) of the GDPR and may be obtained at any time by contacting O.E Management Company's Data Protection Officer at the following email address: data.privacy@orient-express.com. 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 the aforementioned Data Protection Officer at the following email address: data.privacy@orient-express.com. The Traveller may also request a summary of the key points of this joint controller agreement.

15.3. 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

Article 16. Governing law and Dispute Resolution

16.1. Governing law

This Ticket Contract is governed by French law.

16.2. Complaints And 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 this Ticket Contract.

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.

16.3. Dispute Resolution

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, if applicable. 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.
- 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

The above terms and conditions are without prejudice to the Traveller's right to bring an action concerning the Ticket 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.

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 or 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
Regulation (EU) No 1177/2010	6.1.2011	-	OJ L 334, 17.12.2010, pp. 1-16

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
Regulation (EC) No 392/2009	29.5.2009	-	OJ L 131, 28.5.2009, pp. 24- 46

Appendix 3 – Traveller Information Form

Section	Information Required	To be Completed by Traveller
Traveller Details	Last Name	
	First Name(s)	
	Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other
	Date of Birth (DD/MM/YYYY)	
	Nationality	
	Place of Birth	
Cruise Information	Ship Name	
	Booking Number / Cabin	
	Departure Date	
	Port of Embarkation	
	Cruise Itinerary / Number	
Travel Document	Document Type	<input type="checkbox"/> Passport <input type="checkbox"/> ID Card
	Passport / Document Number	
	Country of Issue	
	Date of Issue	
	Expiry Date	
Contact Information	Home Address	
	Mobile Phone Number	
	Email Address	
Emergency Contact (Mandatory)	Full Name	
	Relationship to Traveller	
	Primary Phone Number	
	Secondary Phone Number	
	Email Address	
Medical Information (Confidential)	Medical Conditions	<input type="checkbox"/> No <input type="checkbox"/> Yes (please specify)
	Allergies	<input type="checkbox"/> None <input type="checkbox"/> Yes (please specify)
	Medication Carried Onboard	
Travel Insurance	Insurance Company	
	Policy Number	
	24/7 Emergency Assistance Phone	
Declaration	I confirm that the information provided is accurate and complete. I authorize the cruise company to use this data for operational, safety, and medical purposes in accordance with applicable data protection regulations.	<input type="checkbox"/> Yes
Signature	Place and Date	
	Traveller Signature	

Appendix 4 – Children Policy

During Family Voyages, children aged 6 months and above are welcome on board. Outside of these specific voyages, children under the age of 16 are not permitted. Children aged 16 and above are welcome on all voyages at any time.

However, Family Voyages may include subject to special conditions on booking:

- Specialized crew at Les Mousses,
- Babysitting services on demand during excursions or gala dinners, or
- Activities specifically curated for children.

During Family Voyages, the following policy shall apply:

Requirements:

- Travellers travelling with children aged under two (2) years old shall be accompanied by a dedicated babysitter at all times.
- Children must be accompanied and supervised at all times by a parent, legal guardian, or by an adult aged eighteen (18) years or older travelling in the same suite.
- Children are accepted in all suites, in the limit of suite maximum occupancy.
- The Organiser may limit the number of accepted children onboard.

Bedding:

- Duplex suite can accommodate 3 Travellers (2 adults and 1 child), if the child sleeps on the sofa bed.
- Deck 7 suites are the only 4 persons suites (2 adults and 2 children).
- Baby cot can be provided (in addition of the number of Travellers per suite) for suites starting from category 2 (60+ m² / 750+ sqm - all suites except Panoramique & Terrasse)
- Baby cot: 6 months to 3 years old (estimated age based on child size). Dimensions: 70x140 cm.

Activities:

Babysitting services on demand (additional fee) for excursions or gala dinners.

- Ashore - Destination Experiences:
 - Some ashore experiences are not suitable for children.
 - There are no optional experiences specifically designed for children.
- Onboard - Activities:
 - Kids club "Les Mousses" room is available during operating hours with a dedicated crew.
 - F&B: Speakeasy and Wagon Bar do not allow minors. La Table allows children above sixteen (16) years old.
 - Guerlain Spa: children treatments will be proposed.
 - Wet area (Sauna, Hammam, Tepidarium, Pools), Marina and Marina Bar, l'Etrave, Flybridge and Wellness area (Salon de Beauté, Spa, Barbier, Gymnase): children must be accompanied with an adult.

The Traveller acknowledges that the Organiser may alter the above conditions in the booking offer.