

# GENERAL CONDITIONS OF SALE

(BtoB)

## Article 1. – Definitions.

“**Parties**” designates the Transport Company and the Tour Operator. When this term is employed in the singular, it designates either of the Parties.

“**Tour Operator**” designates any professional whose business mainly consists of buying transport documents with a view to reselling them to Passengers.

“**Transport Company**” designates VAL D'EUROPE AIRPORTS (V.E.A.), a company with a simplified share structure with capital of 274,500 Euros, registered in the national company registry, registration number 384 920 518 and registered in this respect with Meaux commercial court registry, with its registered office at 1, Rue Saint Jacques – 77 400 Bailly Romainvilliers.

“**Passenger**” designates any person with a transport document acquired from a Tour Operator, and able, as such, to benefit from the Services provided by the Transport Company.

## Article 2. – Purpose.

The purpose of these general conditions of sale (hereafter “**GCS**”) is to define the conditions and procedures governing the sale of transport documents to Tour Operators as well as the terms under which the Transport Company will provide transport services to Passengers (hereafter “**the Services**”).

## Article 3. – Services.

The various Services offered for sale are indicated via the Transport Company’s sales outlets (in particular on the web and wap sites), and are regularly updated by the Transport Company. The features and prices of each of the Services purchased by the Tour Operator are those shown on the Transport Company’s web or wap site on the day of the order.

Services are operational from Monday to Sunday according to the timetable displayed at the sales point concerned on the day of the transaction. Outside these times, the Transport Company may provide “Private Services” at the request of the Tour Operator, under the financial terms displayed at the Transport Company’s sales points, or as previously agreed between the Parties.

Private Services in particular include:

- Transport at night, that is to say between 20.00 and 08.00, French time.
- The provision of minibuses.
- The provision of vehicles suitable for the disabled.

The Transport Company may change the list of Private Services offered for sale at any time and the Tour Operator is invited to check the Transport Company’s web or wap site regularly to obtain details of the new Services, Private services or updates likely to be of interest to it.

## Article 4. – Procedures for booking and /or ordering the Services.

The Services are sold via VEA’S web and wap sites (hereafter “**the Site**”) or by any other means leaving a written trace.

## 4.1. Booking or ordering via VEA's Site

### 4.1.1. Form and content of the booking or order

The booking or order must be made on the platform reserved for the use of Tour Operators on VEA's Site.

The booking or order must contain all the information required for it to be processed, the information essential for recording the booking or order being shown as such on the form.

Incomplete bookings or orders cannot be processed by the Transport Company without recourse for the Tour Operator.

### 4.1.2. User account

When first purchasing from the Transport Company's Site, the Tour Operator is invited to register by creating an account using the form provided. This registration provides it with the login and password required for accessing its account and managing and following up the Services offered on the Site, for which it is entirely responsible. In this respect, the Tour Operator recognizes that the login and password are the only elements required for identification when accessing its account. It undertakes therefore to keep the login and password assigned to it strictly confidential. Any use of the aforesaid login and password will irrevocably be presumed to have been made by the Tour Operator and the latter must be responsible for the consequences of all use made of the login details assigned to it even when fraud is involved.

### 4.1.3. Technical prerequisites

In order to be able to make use of the full functionality of the Site, the Tour Operator must have an internet connection and an internet browser that accepts cookies, Java applets and Java script or any other technical elements that involve the use of later technological developments.

### 4.1.4. Maintenance and development of the Site

The offer of Services may be interrupted momentarily for maintenance, updates or Site development or for any other reason, in particular technical. These interruptions may not give rise to any claim or compensation for the benefit of the Tour Operator or Passengers.

In addition, the Transport Company declines all responsibility with regard to faults that may occur during ordering, processing or printing of the electronic ticket, as long as these faults are not its fault. In this event, the Transport Company's liability will be limited to the amount of the order that could not be fully executed.

## 4.2. Booking or ordering via any other written means

The booking or order may be sent in writing to the company's office at one of the addresses shown on VEA's site, which at present are:

- Postal address: V.E.A.: 2 Avenue du Groupe Manouchian, 94 400 Vitry Sur Seine (FRANCE).
- Fax: (+33) 1 53 48 39 55.
- Email: [contact@vea.fr](mailto:contact@vea.fr)

The booking or order must contain all the information required for processing, that is in particular: the Tour Operator's identification, a description of the Services ordered, the number of tickets required and the invoice address.

## **Article 5. – Concluding the purchase.**

The purchase made by the Tour Operator is definitive from the time when the Transport Company issues a booking or order confirmation.

Provision of the Services is however subject to full payment of the price, prior to the Services being provided.

The purchase is irrevocable and can only give rise to reimbursement in case of default or contractual failure on the part of the Transport Company.

## **Article 6. – Payment procedures.**

### 6.1. Paying for the order.

On receipt of the order, V.E.A. will send the Tour Operator a pro forma invoice. Payment for the order should then be made in Euros, by cheque, bank card or bank transfer to V.E.A.'s account, or on-line on the secure payment platform that is part of VEA's Site, to be received at the latest thirty (30) days before the date of the Service ordered.

Where payment is made on-line, VEA is not responsible for any fraud that may occur, despite the use of a secure payment system, which the Tour Operator recognizes and expressly accepts under the terms of these conditions.

### 6.2. Late payment interest.

Where payment, even partial, is late, the Tour Operator shall pay VEA late payment interest at the rate of three times the legal interest rate. Late payment interest will be due as from the day following the payment date shown on the invoice, without the need for any notification or prior formality.

## **Article 7. – Price – Revision.**

The price of the Service invoiced to the Tour Operator is the price displayed on the Site at the time the booking or order was placed, subject to deductions for commission applicable to it under the terms of the special conditions negotiated with the Transport Company.

All prices are displayed in Euros, excluding VAT and including VAT.

All payments are final and irrevocable for the Service involved; they can only give rise to reimbursement in case of default or contractual failure on the part of the Transport Company.

The Transport Company may revise the price of its Services at any time without notice; any changes however, will only apply to future orders and bookings.

## **Article 8. – Provision of the ticket – Printing tickets in PDF format.**

### 8.1. Provision of the ticket

Tickets purchased are delivered exclusively on VEA's Site and show the date of the journey and the route.

Thus, as from the time when the amount agreed for each order or booking is paid, the corresponding tickets immediately become available on the Site and the Tour Operator can print them then or later, or send them to the Passenger in electronic format.

## 8.2. Printing tickets in PDF format

Each ticket issued in PDF format will only be valid if it is printed on white A4 paper that is blank on both sides, with no changes being made to the size of printing, in portrait (vertical) format with a laser or inkjet printer. Under no circumstances can it be presented on another media, especially on a screen.

The Tour Operator or the Passenger should make sure that they have a good quality print-out. In particular, tickets that have only been partially printed, are dirty, damaged or illegible will not be accepted on board coaches and will be considered as invalid.

## 8.3. Validity and changing tickets

When a ticket includes a travel date and/or a given route, it is only valid for the date and/or route mentioned. It cannot be accepted on coaches on a different date or for a different route than those shown.

However, the date and/or route shown at the time of purchase can be changed up until the day before the day the Service is provided via the Site and via the Tour Operator's account using its login and password. Exceptionally, such a change can be made by VEA's sales department at the Tour Operator's request.

In any case, only the last Ticket printed will be accepted on coaches.

Tickets can only be reimbursed or exchanged in case of default or contractual failure on the part of the Transport Company, and in particular when the Service is cancelled or interrupted.

## **Article 9. – Conditions of providing the Services with regard to Passengers.**

Appendix 1 describes the rights and obligations of Passengers, the Tour Operator's customers, when the Services are provided.

The Tour Operator confirms that it is fully aware of the provisions of Decree no. 2009-302 of the 18th March 2009 according to which, clauses the purpose and effect of which are to *"make the non-professional or consumer subject to clauses that are not shown in the text they have accepted or which are shown in another document to which reference is not expressly made when the contract is agreed and about which they are unaware before agreeing the contract"* are prohibited and deemed not to have been included in any contract between a professional and a non-professional or consumer.

The Tour Operator undertakes as a consequence to do everything it can so that the clauses and conditions in Appendix 1 of this document are fully enforceable on Passengers in application of the text referred to above. If need be, the Transport Company authorizes the Tour Operator to reproduce them in its own general conditions of sale.

Should it fail to comply with the above obligations, the Tour Operator undertakes to indemnify the Transport Company against any consequences, in particular financial consequences, that may result from all or part of these general conditions of sale and appendix 1 proving not to be enforceable on Passengers and their successors in title.

## **Article 10. – The Transport Company’s Liability - Insurance.**

### 10.1 Changes to the conditions of providing the Services

In case of complete or partial cancellation, or substantial changes to the Service, the Transport Company will inform the Tour Operator as soon as possible and will do all it can to reduce the consequences for Passengers. For its part, the Tour Operator undertakes to inform Passengers of changes that have occurred as soon as possible so that if need be they can make any necessary arrangements as a consequence.

In addition, it should be noted that departure and arrival times and routes used are given as an indication only and where they are not complied with do not incur liability on the part of the Transport Company, subject to what is stated in article 10.3 below.

### 10.2 Unexpected events beyond our control

The Transport Company’s liability cannot be incurred in circumstances where the Service ordered or booked is cancelled, delayed or changed due to the occurrence of one or other of the following circumstances, which should be regarded as unexpected events beyond our control:

- Weather conditions presenting a danger to motor traffic: snow, frost, ice, flooding, landslip).
- Disturbances to road traffic (diversion, road closure, accidents, public demonstrations).
- The establishment of a security perimeter (particularly in the case of a bomb alert or suspect luggage) that compromises provision of the Services.
- Strike or lock out.
- Riots, state of war.
- Immobilization or requisition of the Transport Company’s vehicles by the police or customs or more generally by the public authorities.

In a general manner, and in the case of an event likely to endanger passenger safety (in particular: impracticable route, strike, etc.), the Transport Company reserves the right to cancel the scheduled Service, temporarily or permanently, up to the day when the Service is to be provided, and this without any compensation payable to the Tour Operator.

The Transport Company will strive to implement the means necessary to mitigate these incidents.

In all the cases envisaged above, the Transport Company’s liability will be limited to what is stated in article 10.3 below.

### 10.3 Consequences

Simple delays in provision of the Service will give no right to compensation.

In a case where a Service that has been paid for is not provided on the day for which it has been booked, the Tour Operator will have the right to reimbursement of the sum that was paid for the Service.

#### 10.4 Civil liability

The Transport Company's vehicles are insured for unlimited civil liability with regard to the safety of passengers that are carried.

Insurance covering assistance and repatriation is not included in the insurance relating to passenger safety referred to above and cover must be taken out individually for each passenger.

#### 10.5 Complaints

Any complaint concerning the conditions under which the Service is provided should be sent to the Transport Company by registered letter with acknowledgement of receipt within seven (7) days of the date the transport was provided. After this date and/or where complaints are not made in the form specified above, no complaint will be accepted and no compensation will be due.

#### **Article 11. – Regulations.**

Passengers are carried in accordance with the legal and regulatory provisions currently in force. V.E.A. reserves the right to refuse to carry anyone whose conduct would be likely to impede the proper provision of the Service.

For its part, the Tour Operator undertakes to comply with all the regulations that apply to its profession and, more generally, to its business. Failing this, it must guarantee the Transport Company against all harmful consequences that could arise for it, directly or indirectly, from such non-compliance.

#### **Article 12. – Personal data.**

Personal data sent to the Transport Company by the Tour Operator, in particular through forms generated by the Site is reserved for the exclusive use of the Transport Company.

It enables it to manage the Tour Operator's account or any other requests concerning the Services offered on the Site.

The Transport company undertakes to implement technical and organizational measures in order to protect personal data; it will refrain from releasing it to a third party, except in the context of legal proceedings.

However, the Tour Operator declares that it fully understands the nature and constraints of the Internet. In particular it recognizes that it is impossible to guarantee that data sent via the Internet is 100% secure. The Transport Company cannot therefore be held liable for incidents that may arise as a result of this transmission.

Finally, in application of the Law of the 6th January 1978 concerning computing, files and liberty, any physical person has the right to access, change and delete personal data to do with them. This right can be exercised by writing, enclosing identity documents in support, to VEA, Customer Services – 2 Avenue du Groupe Manouchian – 94 400 Vitry Sur seine – Fax: +33(1)[53 48 39 55] – Email: [contact@vea.fr](mailto:contact@vea.fr)

Nevertheless, the Transport Company reserves the right to delete certain records from the database comprising data transmitted in this way, and to limit their number.

**Article 13. – Agreement with regard to proof.**

By express agreement, data from the Transport Company's computer system or from systems belonging to its partners constitutes written material within the meaning of article 1316-1 of the Civil Code, the link between this data and the Party to whom it relates being presumed until it is proved otherwise. It constitutes proof therefore between the Parties and is enforceable on them in the same manner, under the same conditions and with the same probative force as any paper document that has been written and signed by the Parties.

**Article 14. – Revision of these conditions.**

The Transport Company shall be able to revise or update these general conditions of sale at any time and without notice.

**Article 15. - Application and enforceability of the general conditions of sale.**

Special conditions governing booking and orders may be agreed between the Parties. In a case where there is conflict between the provisions of the special conditions and those of these general conditions of sale, the special conditions take precedence.

The purchase of Services by the Tour Operator implies prior knowledge of these general conditions and that it accepts them and undertakes to comply with them.

Consequently, by express agreement, these general conditions of sale are deemed to have been fully accepted by the Tour Operator and as a consequence are binding on it:

- as soon as they were signed by the Tour Operator, and/or
- as soon as the Tour Operator books or orders Services after having received these general conditions of sale by any means (in particular by post, fax or email), and/or
- as soon as the Tour Operator clicks on the *"I accept the general conditions of sale"* button that is displayed during the purchase process on the Site.

The Tour Operator renounces imposing its own general conditions of sale where they exist on the Transport Company, and in particular provisions that may prove to be incompatible or contrary to these general conditions of sale.

The fact that one of the Parties may not, at a given moment, take advantage of a failure to comply with one or other of the provisions of these general conditions of sale or any special conditions relating to the order, cannot be interpreted by the other Party as implying renunciation to take advantage of an identical or different failure in the future.

**Article 16. – Disputes.**

The interpretation and execution of these general conditions of sale as well as any documents derived from them shall be subject to French law.

Should a dispute arise, only the commercial courts covering the address of VEA's registered office shall be competent, even when there is a plurality of defendants or a third party is introduced.

**Appendix 1**  
**Conditions governing the provision of the Service by the Transport Company**

1. Passengers must present themselves for boarding with the Ticket sent them by the Tour Operator.
2. The Ticket must be handed to the driver as the Passenger boards the coach. In exchange, the driver should give the Passenger a receipt which should be kept until the end of the journey. In case of a complaint, it is essential that this receipt is attached to the complaint file.
3. When the ticket includes a travel date and/or a given route, it is only valid for the date and/or route mentioned. It cannot be accepted on coaches on a different date or for a different route than those shown.
4. Tickets are neither exchangeable nor refundable except in a situation where the transport service is not provided on the scheduled date due to the Transport Company or due to the occurrence of a situation of force majeure. In this case, compensation payable by the Transport Company will be limited to the price of the Ticket, without prejudice to other means of recourse open to the Passenger against the Tour Operator.
5. VEA will only accept one normal sized case per person carried onto the vehicle, apart from a travel bag of such dimensions that it can be taken inside the coach.

In application of the legal provisions and in particular the fight against terrorism, Passengers and their luggage may be subject to various inspections, in particular security inspections, on the part of the competent authorities.

6. The Transport Company has taken out an insurance policy intended to compensate Passengers in case of loss of, damage to, or theft of their luggage during carriage. By express agreement, the Transport Company's liability with regard to luggage is limited to 762 Euros per passenger and 6,098 Euros per coach and/or claim.

Passengers are responsible for declaring any loss/theft/damage involving their luggage to the driver as soon as they become aware of it. In addition, in case of theft, Passengers are also responsible for making an immediate declaration to the Police.

7. Hand luggage placed in the coach's luggage area is the Passenger's responsibility during the journey. Under no circumstances can the Transport Company or the Tour Operator be held liable for the theft of or damage to luggage, personal objects and/or clothing left or forgotten inside the vehicle.
8. The Transport company shall not be liable for losses caused by fraud or the victim's fault.
9. The Transport Company undertakes to ensure that coach drivers exhibit manners and an attitude that are impeccable throughout the journey. They will show themselves to be helpful to Passengers getting into or out of the coach.

10. The Transport Company's vehicles are insured for unlimited civil liability with regard to the safety of passengers that are carried. Insurance guaranteeing assistance and repatriation is not included in the insurance relating to passenger safety referred to above and cover must be taken out individually for each passenger therefore.
11. Passengers carried are responsible for damage they may cause to the vehicle.
12. In the case of an event likely to endanger passenger safety (in particular: impracticable route, strike, etc.), the Transport Company reserves the right to cancel the scheduled Service, temporarily or permanently, up to the day when the Service is to be provided. In this case, compensation payable by the Transport Company will be limited to the price of the Ticket, without prejudice to other means of recourse open to the Passenger against the Tour Operator.
13. In addition, departure and arrival times and routes used are given as an indication only; the Transport Company will nevertheless do all it can to comply with them. As a consequence, it is Customers' responsibility to anticipate possible delays, especially during periods when there is a lot of traffic, and to choose their boarding times in the light of this.
14. V.E.A. reserves the right to refuse access to its coaches to any Passenger whose conduct would be likely to impede the proper provision of the transport service or affect the comfort and/or safety of the other Passengers. For their part, Passengers undertake to comply with the regulations displayed inside coaches and to refrain from any behaviour likely to compromise its safety and that of the other passengers, and/or their comfort.
15. Personal data with regard to Passengers may be sent to the Transport Company by the Tour Operator, exclusively for the purpose of recording the transport service and for printing Tickets. This data will neither be sent nor transferred to any third party.

In application of the Law of the 6th January 1978 concerning computing, files and liberty, any physical person has the right to access, change and delete personal data to do with them. This right can be exercised by writing, enclosing identity documents in support, to VEA, Customer Services – 2 Avenue du Groupe Manouchian – 94 400 Vitry Sur Seine – Fax: +33(1)[53 48 39 55] – Email: [contact@vea.fr](mailto:contact@vea.fr) The Transport Company reserves the right to delete certain data from the database comprising data transmitted in this way, and to limit its amount.

*This document is a translation of the French version of the General Conditions of Sale. In case of complaint, only the document in French will be considered".*

## GENERAL CONDITIONS OF SALE

(BtoC)

### Article 1. – Definitions.

“**Customer**” designates the physical or moral person who buys a transport document (the “Ticket”) corresponding to one of the Services offered by the Transport Company and the physical person or persons who use this Ticket.

“**Parties**” designates the Transport Company and the Customer. When this term is employed in the singular, it designates either of the Parties.

“**Transport Company**” designates VAL D'EUROPE AIRPORTS (V.E.A.), a company with a simplified share structure with capital of 274,500 Euros, registered in the national company registry, registration number 384 920 518 and registered in this respect with the bailiff of Meaux commercial court, with its registered office at 1, Rue St Jacques – 77400 BAILLY ROMAINVILLIERS.

### Article 2. – Purpose.

The purpose of these general conditions of sale (hereafter “**GCS**”) is to define the conditions and procedures governing the sale of Tickets to Customers as well as the terms under which the Transport Company will provide the transport services to Customers (hereafter “**the Services**”).

By express agreement, the relationship between the parties is not subject to any other contractual provisions than those mentioned in this document.

### Article 3. – Services.

The various Services offered for sale are indicated via the Transport Company’s sales outlets (in particular on the web and wap sites, on automatic ticket machines or sales terminals, at sales counters or on board coaches). The features and prices of each of the Services offered by the Transport Company are those shown on its web or wap site on the day of the order.

Services are operational from Monday to Sunday according to the timetable displayed at the sales point concerned on the day of the transaction. Outside these times, the Transport Company may provide “Private Services” at the request of the Customer, under the financial terms displayed on the Transport Company’s sales points, or as previously agreed between the Parties.

Private Services in particular include:

- transport at night, that is to say between 20.00 and 08.00, French time.
- the provision of minibuses.
- the provision of vehicles suitable for the disabled.

The Transport Company may change the list of Private Services offered for sale at any time and Customers are invited to check the Transport Company's web or wap site regularly to obtain details of new Services or updates likely to be of interest to them.

#### **Article 4. – Procedures for selling the Services.**

Customers may purchase one or other of the Services offered by different routes, as follows:

- Via the Transport Company's web or wap site (hereafter "**the Site**");
- From the Transport Company's automatic ticket machines or sales terminals.
- From the Transport Company's counters or branches.
- On board the Transport Company's coaches.

The Transport Company reserves the right to change this list as and when it adds new Services and/or when new means of selling these Services become available.

#### **Article 5. – Procedures specific to the Transport Company's website.**

##### 5.1. User account

When first purchasing from the Transport Company's site, Customers are invited to register by creating an account using the form provided.

This registration provides them with the login and password required for accessing their account and managing and following up the Services offered on the Site, for which they are entirely responsible. In this respect, Customers recognize that the login and password are the only elements required for identification when accessing their account. They undertake therefore to keep the login and password assigned to them strictly confidential. Any use of the aforesaid login and password will be presumed to have been made by the Customer and the latter must be responsible for the consequences of all use made of the login details assigned to him/her even when fraud is involved.

##### 5.2. Technical prerequisites

In order to be able to make use of the full functionality of the Site, Customers must have an internet connection and an internet browser that accepts cookies, Java applets and Java script or any other technical elements that involve the use of later technological developments.

The order must contain all the information required for it to be processed, the information essential for recording the order being shown as such on the form. Incomplete bookings or orders cannot be processed by the Transport Company, without recourse against the Transport Company.

##### 5.3. Maintenance and development of the Site

On-line ordering of services may be interrupted momentarily for reasons of maintenance, updates or Site development or for any other reason, in particular technical. These interruptions may not give rise to any claim or compensation for the benefit of Customers.

In addition, the Transport Company declines all responsibility with regard to faults that may occur during ordering, processing or printing of the electronic ticket, as long as these faults are not its fault. In this event, the Transport Company's liability will be limited to the amount of the order that could not be fully executed.

#### **Article 6. – Concluding the purchase.**

Purchases made by Customers do not become definitive until after full payment of the price and written confirmation is received from V.E.A. or the ticket is issued in proof of the Service that has been purchased.

The definitive purchase is irrevocable and can only give rise to reimbursement in case of default or contractual failure on the part of the Transport Company in the circumstances and under the conditions provided for in these GCS.

In this respect, Customers attention is drawn to the fact that under article L.121-20-4, 2° of the French Consumers Code, the right of retraction provided for in relation to distance selling does not apply to contracts the purpose of which is the sale of accommodation, transport, catering and leisure services that must be provided on a predetermined date or according to a predetermined frequency.

#### **Article 7. – Price – Payment – Revision.**

The price of the Service invoiced to the Customer is the price displayed at the sales outlet at the time the purchase is made.

All prices are displayed in Euros, including VAT.

The Service is sold for cash; payment is therefore made at the time of sale and, according to the type of sales outlet, in cash, by cheque supported by identity documentation, or by using the range of bank cards shown at the sales outlet at the time of the transaction.

All payments are definitive and irrevocable for the Service concerned; they can only give rise to reimbursement in case of default or contractual failure on the part of the Transport Company in the circumstances and under the conditions provided for in these GCS.

The Transport company may revise the price of its Services at any time without notice; any changes however, will only apply to future orders and bookings.

#### **Article 8. – Provision of the Ticket – Printing tickets in PDF format.**

##### 8.1. Provision of the Ticket

Tickets bought via automatic ticket machines or sales terminals, at counters or branches or on board the Transport Company's coaches are provided immediately.

When they are bought on the Site, Tickets are made available immediately in PDF format; Customers can then print them then or later and, in all circumstances, at the latest on the date the transport service is provided as shown on each Ticket.

## 8.2. Printing Tickets in PDF format

Tickets bought via the Site and issued in PDF format will only be valid if they are printed on white A4 paper that is blank on both sides, with no changes being made to the size of printing, in portrait (vertical) format with a laser or inkjet printer. Under no circumstances can they be presented on another media, especially on a screen.

Customers should make sure that they have a good quality print-out. In particular, Tickets that have only been partially printed, are dirty, damaged or illegible will not be accepted on board coaches and will be considered as invalid.

### **Article 10. – Using Tickets – Date and route.**

The Ticket must be handed to the driver on boarding the coach. In exchange, the driver should give the Customer a receipt which should be kept until the end of the journey. In case of a complaint, it is essential that this receipt is attached to the complaint file.

Each Ticket is issued and is valid only for the date and route shown on it. It cannot be accepted on coaches on a different date or for a different route than those shown.

However, the date and/or route shown at the time of purchase can be changed up until the day before the day the Service is provided via the Site and via the Customer's account using his/her login and password. Exceptionally, such a change can be made by VEA's sales department at the Customer's request.

In any case, only the last Ticket printed by the Customer will be accepted on coaches.

### **Article 11. – Crew.**

The Transport Company undertakes to ensure that coach drivers exhibit manners and an attitude that are impeccable throughout the journey.

They will show themselves to be helpful to passengers getting into or out of the coach and will load or unload their luggage.

Drivers are the Transport Company's representatives throughout the journey and Customers undertake to follow instructions given by the driver, in particular in relation to safety.

### **Article 12. – Luggage.**

The Transport Company will only accept one normal sized case per person carried onto the vehicle, apart from a travel bag of such dimensions that it can be taken inside the coach.

In application of the legal provisions and in particular the fight against terrorism, Customers undertake to comply with all requests to open or allow their luggage to be inspected immediately when requested to do so by the competent authorities, Customers guaranteeing the Transport Company against any consequences that may result from a dispute in this context.

The Transport Company has taken out an insurance policy intended to compensate Customers in case of loss of, damage to, or theft of their luggage during carriage.

Hand luggage placed in the coach's luggage area is the Customer's responsibility during the journey. Under no circumstances can the Transport Company be held liable for the theft of or damage to luggage, personal objects and/or clothing left or forgotten inside the vehicle.

By express agreement, the Transport Company's liability with regard to luggage is limited to 762 Euros per passenger and 6,098 Euros per coach and/or claim.

Customers are responsible for declaring any loss/theft/damage involving their luggage to the driver as soon as they become aware of it. In addition, in case of theft, Customers are also responsible for making an immediate declaration to the Police.

### **Article 13. – Liability.**

The Transport Company's vehicles are insured for unlimited civil liability with regard to the safety of passengers that are carried.

Insurance covering assistance and repatriation is not included in the insurance relating to passenger safety referred to above and cover must be taken out individually for each passenger therefore.

Passengers carried are responsible for damage they may cause to the vehicle.

The Transport company shall not be liable for losses caused by fraud or the victim's fault.

The Transport company also declines all liability for losses (and in particular for delays to, changes to or cancellation of the Service) that may result from the occurrence of a case of force majeure or any of the following circumstances similar to a case of force majeure:

- Weather conditions presenting a danger to motor traffic: snow, frost, ice, flooding, landslip).
- Disturbances to road traffic (diversion, road closure, accidents, public demonstrations).
- The establishment of a security perimeter (particularly in the case of a bomb alert or suspect luggage) that compromises provision of the Services.
- Strike or lock out.
- Riots, state of war.
- Immobilization or requisition of the Transport Company's vehicles by the police or customs or more generally by the public authorities.

The Transport Company will strive to implement the means necessary to mitigate these incidents.

All complaints should be sent to the Transport Company by registered letter with acknowledgement of receipt within seven (7) days of the date the Service was provided. After this date and/or where complaints are not made in the form specified above, no complaint will be accepted by the Transport Company.

#### **Article 14. – Operating conditions.**

In case of complete or partial cancellation, or substantial changes to the Service, the Transport Company will inform the Customer as soon as possible and will do all it can to reduce the consequences for Customers.

In addition, departure and arrival times and routes used are given as an indication only; the Transport Company will nevertheless do all it can to comply with them. As a consequence, it is Customers' responsibility to anticipate possible delays, especially during periods when there is a lot of traffic, and to choose their boarding times in the light of this.

In the case of an event likely to endanger passenger safety (in particular: impracticable route, strike, etc.), the Transport Company can cancel the scheduled Service, temporarily or permanently, up to the day when the Service is to be provided, and this without any compensation payable to the Customer beyond reimbursement of the unused transport documents.

#### **Article 15. – Regulations.**

Passengers are carried in accordance with the legal and regulatory provisions currently in force. The Transport Company reserves the right to refuse access to its coaches to any person whose conduct would be likely to impede the proper provision of the transport service or affect the comfort and/or safety of the other Passengers.

For their part, Customers undertake to comply with the regulations displayed inside coaches and to refrain from any behaviour likely to compromise its safety and that of the other passengers, and/or their comfort.

#### **Article 16. – Personal data.**

Personal data sent to the Transport Company by the Customer, in particular through forms generated by the Site is reserved for the exclusive use of the Transport Company, exclusively for the purpose of recording the transport service and for printing Tickets.

It enables the Transport Company to manage the Customer's account or any other requests concerning the Services offered on the Site.

The Transport company undertakes to implement technical and organizational measures in order to protect personal data; it will refrain from releasing it to a third party, except in the context of legal proceedings.

However, Customers declare that they fully understand the nature and constraints of the Internet. In particular they recognize that it is impossible to guarantee that data sent via the Internet is 100% secure. The Transport Company cannot therefore be held liable for incidents that could arise as a result of this transmission.

Finally, in application of the Law of the 6th January 1978 concerning computing, files and liberty, Customers have the right to access, change and delete personal data to do with them. This right can be exercised by writing, enclosing identity documents in support, to VEA, Customer Services – 2 Avenue du Groupe Manoukian – 94400 Vitry Sur Seine – Fax: +33(1)[53 48 39 55] – Email: [contact@vea.fr](mailto:contact@vea.fr). The Transport Company reserves the right to delete certain data from the database comprising data transmitted in this way, and to limit its amount.

#### **Article 17. – Agreement with regard to proof.**

By express agreement, data from the Transport Company's computer system or from systems belonging to its partners constitutes written material within the meaning of article 1316-1 of the Civil Code, the link between this data and the Party to whom it relates being presumed until it is proved otherwise. It constitutes proof therefore between the Parties and is enforceable on them in the same manner, under the same conditions and with the same probative force as any paper document that has been written and signed by the Parties.

#### **Article 18. – Revision of these conditions.**

The Transport company may revise or update its general conditions of sale at any time without notice; any changes however, will only apply to future orders and bookings.

#### **Article 19. - Application and enforceability of the general conditions of sale.**

The purchase of Services by Customers implies prior knowledge of these general conditions (GCS) and that they accept them and undertake to comply with them. These GCS are freely accessible on the Transport Company's Site and inside its coaches.

When purchasing from the Transport Company's Site, Customers accept the GCS when they click on the "*I accept the general conditions of sale*" button that is displayed during the purchase process.

When purchasing from the Transport Company's automatic ticket machines or terminals, Customers accept the GCS when they select "YES" from the "YES" and "NO" options that are displayed during the purchase process.

When purchasing on board a coach, Customers accept the GCS when they take their seat on board, Customers being deemed to have irrevocably familiarized themselves with the GCS displayed in coaches and reference to which is made on the display panels provided for the purpose inside coaches close to the driver.

In all other circumstances, Customers accept the GCS when they purchase and/or use the Ticket, the existence of these GCS being specified on the Ticket and it is Customers' responsibility to

familiarize themselves with them either from the Transport Company's counter or branch sales staff, or from the drivers of the Transport Company's coaches, who have them available for anyone who asks for them.

**Article 20. – Disputes.**

These general conditions of sale are subject to French law.

Any dispute relating to them will be brought before the competent courts.

*This document is a translation of the French version of the General Conditions of Sale. In case of complaint, only the document in French will be considered".*