# General Conditions of Sale Concerning the Public Transport Network Connecting Passengers to the Paris-Beauvais Airport in Paris.

#### **Preamble**

Within the context of the public service delegation contract awarded by the Beauvais Tillé Airport Joint Entity (hereinafter, 'SMABT'), the Beauvais Airport Management and Operation Company (hereinafter referred to as 'SAGEB') bears responsibility for the operation of the public transport line connecting Paris-Beauvais airport passengers to Paris Porte Maillot. In accordance with Article 46 of the Public Service Delegation Agreement, SMABT has authorised SAGEB to subcontract the operation of this line to the company known as Transport Paris Beauvais (hereinafter referred to as 'TPB').

The user is hereinafter referred to as 'the Customer'.

The purchase of a travel ticket engages full acceptance of these General Conditions of Sale applicable to coach transportation. These shall prevail over any other conditions featuring in any other document, except by prior written exemption approved by SAGEB. In the event of the translation of these General Conditions of Sale, only the French version shall prevail in the event of a legal dispute.

The General Conditions of Sale are available:

- On the Airport's website: https://www.aeroportparisbeauvais.com
- On the online sales website: https://shop.aeroportparisbeauvais.com
- Upon request: <a href="mailto:service.clients@aeroportbeauvais.com">service.clients@aeroportbeauvais.com</a>
- From travel ticket sales agents.

SAGEB reserves the right to amend the terms of these General Conditions of Sale at any time. The applicable provisions shall take effect from the day of purchase by the Customer.

#### Article 1 - General Information

#### 1.1 Connections

Only the following connections are accessible by this coach transportation:

- Departure from Paris 'Porte Maillot' (Arr. Pershing carpark 5pm). -Arrival at Paris-Beauvais Airport.
- Departure from Paris-Beauvais Airport ---- Arrival at Paris 'Porte Maillot' (Arr. Pershing carpark 5pm).

All connections operate without the possibility of a mid-point stop. Exiting the coach prior to its arrival at the planned customer drop-off point is strictly forbidden.

#### 1.2 Timetables

Neither SAGEB nor 'TPB' may be held liable for late-running or cancelled services in the event of force majeure. Force majeure covers any external event of a nature which is at once unpredictable, unstoppable and insurmountable and which prevents SAGEB or TPB from fulfilling their obligations in full or in part.

Timetables and flight connections arriving or departing from Paris-Beauvais Airport are determined according to IATA scheduling seasons and/or security measures enforced by Government departments.

SAGEB and TPB may not be held liable for any expense or consequence resulting from a late-running service and/or an amendment to the aforementioned timetables, so long as SAGEB makes a concerted effort, at the earliest possible opportunity and by any means possible, to inform passengers of changes enforced due to traffic constraints and security measures.

To ensure departures from Paris are made in the best possible conditions, all customers are requested to arrive at the departure point indicated in Article 1.1 at least 15 minutes prior to the scheduled departure time.

#### **Article 2 People with Reduced Mobility**

The transportation of passengers with reduced mobility operates under the same conditions as those described herein.

#### **Article 3 Travel Ticket**

## 3.1 General Considerations

The Customer is obliged to ensure he is in possession of a valid, validated travel ticket. The Customer may not travel unless he is able to present a valid travel ticket. Only the validity periods indicated directly on the travel ticket shall apply.

Every travel ticket shall bear at least one barcode.

The travel ticket must be kept in good condition and must not be damaged and/or amended by anyone other than a SAGEB agent up until the point at which the Customer actually exits the coach.

The travel ticket must be presented to the driver for checking upon boarding the vehicle. If the travel ticket is refused, the Customer must immediately contact a SAGEB agent. All customers must retain their travel tickets throughout the entire journey, in order to be able to present them if requested at any point by approved SAGEB agents.

Any travel ticket validation is irrevocable. The travel ticket is non-refundable, even if the passenger decides not to travel. Travel tickets are non-refundable and non-transferable.

A lost travel ticket will not be refunded, even if found at a later date. The re-sale of travel tickets is prohibited.

Children must travel accompanied by an adult who must adhere to current regulations, particularly the Highway Code and the Insurance Code.

### 3.2 Travel Tickets with 12-month Validity

Any customer may purchase these travel tickets from ticket offices and/or ticket machines located on-site at transport line departure points, and/or over the Internet on the <a href="https://www.aeroportparisbeauvais.com">www.aeroportparisbeauvais.com</a> website. Travel tickets are not nominative. They are valid for one journey, irrespective of the date and direction of travel. The period of validity of these travel tickets is 12 months from date of purchase.

An electronic travel ticket is subject to these General Conditions of Sale which are accepted at the point of payment. The Customer has no right of cancellation.

Upon completion of payment, the Customer will receive a confirmation by email which will contain a link to the <a href="https://shop.aeroportparisbeauvais.com">https://shop.aeroportparisbeauvais.com</a> website.

To obtain the travel ticket, the Customer must log into the account created for online purchasing on the site, and then go to the 'Your Orders' section of the website.

The whole page constitutes the travel ticket, which must be printed in its entirety and must bear two barcodes. The email confirmation is not a travel ticket.

The electronic travel ticket is valid if it has been printed on A4 white paper, blank on one side only, with no amendment to the portrait format (vertical) print size. A good print quality is required. The Customer is responsible for the condition of his travel ticket and his printed paper version.

Partially printed, soiled, damaged or illegible travel tickets will not be accepted and will be deemed invalid.

Tickets may also be presented on smartphones or tablets.

SAGEB may not, under any circumstances, be held liable for any fault, disturbance or temporary or prolonged disruption of the website.

#### 3.3 24-hour Return Travel Ticket

This ticket is only offered for sale at ticket offices located at transport line departure points and is valid for two journeys (outbound and return) between Paris 'Porte Maillot' and Paris-Beauvais Airport. The two journeys must both be completed within a maximum period of 24 hours following the date and time of issue of the travel ticket. The Customer must be able to present his ticket during both journeys, otherwise he may be refused access to the bus. The sale of 24-hour Return tickets is limited to one ticket per person per day.

Bus timetables are determined according to IATA scheduling seasons and/or security measures enforced by Government departments. It is therefore the Customer's responsibility to check the timetables for the 24-hour period within which his ticket is valid. In this regard, neither SAGEB nor 'TPB' may be held liable in respect of bus timetables determined within a 24-hour period.

#### 3.4 Ticket for 24-hour Return Travel + Free Parking

This ticket comprises a 24-hour Return travel ticket valid solely in the direction of Paris-Beauvais Airport to Paris 'Porte Maillot' and back, with 24 hours' free parking in one of the permanent carparks accessible to the public at Paris-Beauvais Airport (Drop-off point, P1, P2 or P4). The conditions of sale for this ticket are identical to those of the 24-hour Return ticket, as described in 3.3. Upon purchase of a travel ticket, and subject to the presentation of a ticket for entry to one of the permanent carparks accessible to the public, dated with the same purchase date as the travel ticket, a special pass will allow exit from the carpark up to 1 day later and will be retained by the transport operator's ticket agent.

The parking of vehicles is subject to the General Conditions of Access, Traffic Circulation and Parking at Paris-Beauvais Airport available on the <a href="https://www.aeroportparisbeauvais.com">www.aeroportparisbeauvais.com</a> website.

## **Article 4 Tariffs and Methods of Payment**

#### 4.1 Prices

Prices are expressed in euros inclusive of taxes.

Only children under the age of four are exempt from payment (and may travel without a ticket). Children aged four to eleven travel at a reduced rate. It must be noted that free travel for children under four, and those travelling at a reduced rate, are conditional upon the purchase of a standard tariff travel ticket. The reduced rate does not apply to groups or school trips. SAGEB and TPB staff reserve the right to inspect the identification documents of minors.

The rate offer is available upon request or over the Internet: www.aeroportbeauvais.com

#### 4.2 Methods of Payment

#### 

SAGEB accepts payment in cash or by bank card bearing the CB, Visa, Eurocard or Mastercard logo. Payments by cheque or traveller's cheque are not accepted.

## 

Payment may only be made by bank card bearing the CB, Visa, Eurocard or Mastercard logo.

# 

Payment for travel tickets over the Internet may only be made by bank card bearing the CB, Visa, Eurocard or Mastercard logo.

It is not possible to purchase a travel ticket over the Internet for the same day of travel. Where appropriate, the Customer still has the option to purchase his travel ticket from the ticket offices and/or ticket machines located at the transport line departure points.

Payment by bank card is completed through a secure banking server. The full Customer bank card number is not communicated to SAGEB at any time. Exchanges are encrypted and secured by the SSL 3 (Secure Socket Layer) protocol.

The order placed by the Customer is not considered complete until the relevant banking payment centres have given their approval. In the event of refusal from the aforementioned centres, the order shall be automatically cancelled.

SAGEB may not, under any circumstances, be held liable in the event of a malfunction or error within the secure payment system, irrespective of whether this occurs prior to, during or upon completion of the aforementioned payment.

# Article 5 Right to Refuse Carriage

Any failure to adhere to these General Conditions of Sale and current legislation may result in denied boarding.

SAGEB may refuse to carry a Customer and his luggage if:

- Transportation of the Customer and/or his luggage may place the health, safety, comfort or convenience of other Customers or SAGEB and TPB staff at risk;
- The Customer refuses to apply the sanitary provisions provided for by the regulations in force:
- The Customer uses intimidation, suspicious behaviour or offensive language towards SAGEB and TPB staff;
- The physical or mental state of the Customer, including if caused by the consumption of alcohol, drugs or medication, may present a danger or risk to himself, other customers or staff;
- The travel ticket has been acquired fraudulently and/or has been recorded as a lost or stolen document and/or has been falsified or forged and/or has been used previously.

#### Article 6 Behaviour On Board

Customers must respect the order and peace of everyone within the vehicles. Customers are asked to behave in a courteous manner and with civility. If the driver considers the life or safety of the passengers he is transporting to be compromised or in danger, he may abandon his route and take all necessary appropriate measures, including immediately halting the vehicle.

Any person in breach of the provisions set out hereinafter shall be held responsible for the physical or material consequences of his behaviour.

Under penalty of criminal prosecution, the following is prohibited:

- Standing up and/or moving around throughout the journey;
- Smoking/using e-cigarettes inside the coaches;
- Bringing food and/or drinks onto the vehicle:
- Leaving or throwing any papers, newspapers, packaging or waste of any kind which
  may impair hygiene or cleanliness or may be likely to cause problems with the
  workings of the equipment;
- Obstructing driving and speaking to the driver during the journey, unless absolutely necessary;
- Using the emergency exits in an unauthorised manner;
- Setting off any alarm or security device without legitimate reason;
- Obstructing the opening and closing of doors;
- Parking in the path of the vehicle;
- Defacing, impairing or damaging the vehicle and all of its fittings, as well as the various signs, stickers, registrations or notices contained within it;
- Putting feet on the seats;
- Using mobile telephones on the first row of seats located directly behind the driver;
- Using sound devices or instruments which may be a source of nuisance to other customers:
- Carrying out surveys, requests, offers of service, distributing objects of any kind, or distributing leaflets or flyers.
   Any Customer using roller blades, roller skates, a scooter, skateboard or similar apparatus

is forbidden from boarding the coach.

The driver must immediately be informed of any accident or incident which occurs during the journey.

Any customer who is the victim of a theft, assault or anti-social act committed inside the vehicle must indicate this immediately to SAGEB or TPB staff.

Seatbelts must be worn. From age 13 upwards, all customers shall be held individually criminally responsible for their failure to wear a seatbelt.

Under no circumstances may the driver or SAGEB be considered liable (Decree no. 2003-637 of 9th July 2003).

In the event of a failure to adhere to the provisions set out in this article, SAGEB and TPB hereby expressly negate any liability for resulting accidents or damage.

#### Article 7 Luggage

## 7.1 Non-Permitted Luggage

Items which are prohibited from transportation by law:

Items where SAGEB staff reasonably consider their weight, dimensions, unpleasant odour, configuration or fragile or perishable nature deems them unsuitable for transportation.

### 7.2 Luggage Permitted On Board Coaches

The following items may be brought on board the coaches: bags, personal belongings, miscellaneous packages and any other item which:

- May be stored in the overhead compartments above the seats, which are designed for this purpose:
- Has maximum dimensions of 20cmx25cmx45cm and a maximum weight of 2kg;
- Does not cause any inconvenience to other customers.

Any object, suitcase, bag or package which does not fall into the aforementioned category must be stowed by the Customer to which it belongs in the hold of the coach.

In the event of a refusal to do so, the coach driver has complete authority to deny boarding to the Customer who refuses to comply with this obligation. This justified refusal does not provide the affected customer with the right to a travel ticket refund.

Pushchairs are permitted in the hold under certain conditions:

 A maximum of one folded pushchair per customer is permitted and must be stowed in the hold of the coach (non-foldable pushchairs are not permitted).

Oversized items such as bicycles, skis, snowboards, musical instruments etc., are permitted in the hold under certain conditions:

- A maximum of one oversized item per customer, contained in a special cover in order to prevent it from damaging the vehicle's hold and the luggage of other customers.
- The Customer must advise the bus service (<u>service.bus@aeroportbeauvais.com</u>) of the presence of an oversized item by email at least 72 hours prior to the desired departure, so that the driver may reserve sufficient space for it.

The transportation, handling and monitoring of an oversized item falls under the responsibility of the Customer to which it belongs.

For the transportation of oversized items not covered by these General Conditions of Sale, the bus service must be contacted in advance for approval, otherwise there may be a risk of being refused boarding.

A minimum of one week's notice prior to the desired departure must be given by any group of more than three customers where each is travelling with an oversized item.

SAGEB may not, under any circumstances, be held liable for the repercussions of accidents precipitated by property, objects and luggage, nor the damage they may have caused. By contrast, the Customer in possession of such property, objects and luggage shall be held liable for damages which they may have caused to other customers or to the vehicle.

# 7.3 Luggage/Lost Items

Any item found by a customer on board a vehicle must be reported as quickly as possible to a SAGEB member of staff, who will take the appropriate action.

Lost property will be centralised at SAGEB from the day after it is found.

Lost property may be reclaimed upon presentation of an identity document at the following address:

SAGEB - Baggage Claims Department Paris-Beauvais Airport CS 20442 60004 Beauvais Cedex Tel: 03 44 11 46 00

SAGEB assumes no responsibility for lost, unfound items.

#### 7.4 Luggage/Stolen Items

On account of operational constraints and the public nature of the transport network connecting passengers to the Paris-Beauvais Airport in Paris, SAGEB shall not be held under any performance obligation with regard to baggage handling, including that placed in the hold, for obvious safety reasons during transportation.

Consequently, SAGEB accepts no responsibility in the event of theft of luggage or other items. Carrying the following objects inside luggage exceeding the dimensions permitted in Article 7.2 and intended for placement in the hold of the coach is therefore prohibited:

- Smartphones, mobile phones, tablet computers, laptops, cameras, any object of value. etc.

# Article 8 Specific Seating

In order to prevent the driver from being disturbed, the first row of seats behind the driver may not be used by the following passengers:

- Children under 8 years of age,
- Customers with animals.

#### **Article 9 Animals**

Small, live, non-dangerous domestic animals are accepted and may board free of charge under the condition that they are transported in a closed basket held on the knees (maximum dimension of bags or baskets: 45x30x25cm) and must weigh less than 5kg. Dangerous or sick animals are not permitted to travel. In any event, they must not inconvenience other customers and/or be a nuisance to them and/or soil the coach in any way.

The animal is the Customer's responsibility. No animal may travel in the hold.

Guide dogs for the blind board free of charge, so long as they are held by a special harness and are accompanying blind people with a disability card bearing the wording 'Blindness' and/or a green star. Guide dogs may also board free of charge during their training, provided the trainer is in possession of the 'Guide Dog and its Master' identity card.

SAGEB shall not be held liable for damage which may be caused by animals during transportation.

#### **Article 10 Personal Data**

TPB and SAGEB may collect and process certain personal data from their users in order to ensure the smooth operation of the public transport network connecting passengers to the Paris-Beauvais Airport in Paris.

You may access your personal data or request its deletion. You also have the right to contest, correct and limit the processing of your data (see cnil.fr for more information about your rights). To exercise your rights, or for any question regarding the handling of your data, please contact SAGEB Customer Services (service.clients@aeroportbeauvais.com).

# Article 11 Disputes

French law is applicable for any dispute arising in relation to this document. SAGEB may not be held liable for damage of any kind, whether material or immaterial, which may result either from a Customer's incorrect use of the transport service(s) or his failure to adhere to these General Conditions of Sale.

Claims and disputes will always be received in goodwill, with good faith always being accorded to the person who goes to the trouble of explaining his situation.

In the event of a dispute, the Customer should contact SAGEB Customer Services as a matter of priority in order to obtain an amicable solution. For any claims, please send your letter together with your flight receipt, where appropriate, and coach ticket receipt to:

SAGEB - Paris-Beauvais Airport

CS 20442

60004 Beauvais Cedex

Email: service.clients@aeroportbeauvais.com

After having informed SAGEB Customer Services, and in the absence of receipt of a satisfactory response within a 60-day period, the Customer may approach the Travel and Tourism Mediator\*, whose contact details and referral methods are available on the <a href="https://www.mtv.travel">www.mtv.travel</a> website.

\*Disputes of a contractual nature between a consumer and a business concerned with the fulfilment of a Sales or Service Supply Contract.

In Beauvais, 29th June 2020.