

# General Conditions of Transport

## 1. DEFINITION

Each one of the terms listed below has the following meaning within the framework of the present regulation:

«**TRANSAVOIE**»: TRANSAVOIE company, a Limited Company and Board of Directors with a capital of 4 589 526 Euros, registered with the RCS (companies Register) of Chambéry under reference number 379 442 890, the headquarters being based at 926, avenue de la Houille Blanche 73000 CHAMBÉRY.

«**Client**»: Natural person or legal entity who purchases a ticket from TRANSAVOIE from one of TRANSAVOIE's ticket offices.

« **Ticket office** »: Ticket offices or points of sale made available to its clients by TRANSAVOIE including agencies and bus stations based in Savoie and other authorized points of sale.

## 2. PURPOSE

**2.1.** The present operating regulation aims to detail the conditions of sale for the Clients at the Ticket offices and for drivers of TRANSAVOIE. They apply to all TRANSAVOIE ticket purchases carried out at the Ticket office or when boarding the coach, as well as the implementation conditions of corresponding transport services, by TRANSAVOIE and its charters.

**2.2.** The present regulation shall be displayed in each point of sale as well as in the vehicles of TRANSAVOIE and can be consulted at the following address [www.transavoie.com](http://www.transavoie.com). While purchasing TRANSAVOIE tickets, Clients are invited to consult it. It is therefore the Client's responsibility to be familiar with the regulation. The fact of proceeding with a ticket payment for TRANSAVOIE transport implies full acceptance of the present operating regulation in its entirety. Being transported by TRANSAVOIE or one of its designated sub-contractors implies full acceptance of this Regulation in its entirety.

## 3. DESCRIPTION OF THE SERVICE

TRANSAVOIE puts at the disposal of its Clients, in its agencies and bus stations in Savoie, Ticket offices where tickets are sold. These tickets can also be purchased when boarding the coaches subject to seat availability.

The Client, after having taken note of the prices in force on the planned journey date as well as the operating regulation in force has the possibility to purchase their tickets and to pay for them.

## 4. ORDER

**4.1** The Client has the option to purchase their ticket up to the actual departure time of the coach subject to seat availability. It is the responsibility of the Client to be aware of the opening times of the Ticket offices.

**4.2** The Client shall consult timetables and purchase tickets in carrying out the following choices:

- departure and arrival points
- dates and timetables
- number of travelers

and in allowing for sufficient time for connections, thus a minimum of 1 hour before the opening of check-in.

The Client must provide certain information. They will ensure that reliable and accurate information is provided regarding the different stages of the order.

**4.3** Once the choice has been made and after taking note of the present regulation, the Client proceeds to payment in accordance with the conditions described under article 5

**4.4** The Client will receive at the end of the order one or more numbered tickets.

**4.5** Online purchase. The client can buy their ticket online at [www.altibus.com](http://www.altibus.com) or [www.mobisavoie.fr](http://www.mobisavoie.fr)

Thus it is the general conditions of sale of the seller which apply for the purchase of the ticket (available at [www.altibus.com](http://www.altibus.com))

## 5. FINANCIAL CONDITIONS

**5.1** The prices are indicated in Euros inclusive of tax. They are subject to change at any moment by TRANSAVOIE. The price applicable for a given order is that which is in force at the time of placing the order (prices specified on the timetables).

**5.2** Depending on the service, children, the under 26s and seasonal workers for the holiday resorts which are served, can all benefit from a price reduction. The under 26s and seasonal workers must be able to prove age or prove that they have an employment contract during checking in when boarding the bus or during the journey.

Regarding a price reduction, it is up to the client to demand this. Subsequent complaints will not be considered.

**5.3** Orders placed at the Ticket office can be paid in cash. Cheques must be made out to Transavoie when payment is made at the Ticket office.

On board the coach: On board purchasing can only be made when TRANSAVOIE's ticket offices are closed.

TRANSAVOIE accepts payment in euros in cash, cheques or credit cards (except for American Express). All banknotes worth more than 50 Euros will not be accepted on board the vehicles.

#### **5.4 Generalities**

-Tickets are issued through the Internet, by drivers or ticket offices in accordance to the rules established by the different transport organizing authorities.

-The Passenger can only be transported if they are able to present a valid ticket. Moreover, a ticket in poor condition or which has been modified by another person other than the Carrier or one of its accredited agents will not be valid for carriage.

-If the Passenger benefits from a price reduction or a price under certain conditions then they must be able to provide at any time during the journey documentation proving eligibility.

-Tickets must be presented to the driver each time boarding takes place.

Each client must keep their ticket with them throughout the duration of the journey in order to be able to present it when asked to do so by designated ticket inspectors either when boarding or leaving vehicles.

-Any passenger not conforming to the regulation will be liable to a fine which is defined by the regulations in force and the terms of which conform to the Code of Penal Procedure (art. 529-3 à 530-3).

- Return tickets correspond to two journeys in opposite directions.

#### **6. CANCELLATION AND REFUNDS**

Purchase is final after payment by the Client.

However, it is possible that the Client having bought their ticket through a Ticket office (excluding an online purchase) may cancel the reservation and request a refund for the ticket on condition:

- Not having even partially used the tickets;
- Applying for a refund made in writing enclosing the unused tickets;
- That these tickets have not been modified, erased or deleted in anyway
- That this application is made no later than the date of departure. In effect, TRANSAVOIE refuses any ticket refund if the date of receipt for cancellation is later than the scheduled journey(s).

TRANSAVOIE will send the Client a cheque for the refund in which the amount will be determined as follows:

Receipt of the application 15 calendar days before departure: Refund: 95%

Receipt of the application from 8 to 15 calendar days before departure: Refund: 85%

Receipt of the application from 0 to 7 calendar days before departure: Refund: 50%

Receipt of the application 15 calendar days before departure: Refund: 95%

Receipt of the application from 8 to 15 calendar days before departure: Refund: 85%

Receipt of the application from 0 to 7 calendar days before departure: Refund: 50%

Tickets sold from the site [www.altibus.com](http://www.altibus.com) are governed by the general sales conditions of altibus.com.

Return tickets are not separable; in the event where the Client only sent back one of the two tickets no refund would be entertained.

In the case of loss and/ or where they have not been used on the effective date, ticket(s) will be neither exchanged nor refunded.

In the case of online purchase (altibus.com, mobisavoie.fr ...) or from the ticket offices of Eurolines, the cancellation and refund conditions which are applied are those stated in Altibus's general conditions of sale (www.altibus.com) and Eurolines (www.eurolines.com).

A lost ticket will not be refunded even when found.

## **7. CONDITIONS OF TRANSPORT**

**7.1** TRANSAVOIE assures the effective transport of the Client on its routes. The sale of tickets from TRANSAVOIE implies the acceptance of these conditions of carriage:

**7.2** Validity of tickets: Each issued ticket is only valid on the date and the journey that is stated on the ticket. It cannot be accepted on coaches on a date or for a journey different from those indicated.

**7.3** Inspection: Transport documents and tickets with connections must be presented to the driver when boarding the vehicle.

Travelers must keep their tickets and transport documents with them during the journey and be prepared to present them, both onboard and when leaving the vehicle, to designated ticket inspectors who are qualified in inspecting the validity of ticket.

Any traveler not conforming to the regulation will be liable to a fine which is defined by the regulations in force and the terms of which conform to the Code of Penal Procedure (art. 529-3 and s).

**7.4** TAD (Transport à la Demande - Transport on Demand). TAD is also governed by the present operation regulation.

Reservation conditions are specific for each organizing authority. Transavoie is the operator.

**7.5** Transported luggage: The transport of skis and luggage is included in the price of the ticket when in possession of a single traveler and limited to one piece of hand luggage and two pieces of luggage stored in the hold. Apart from this, they are transported at the express rate in force and upon reservation.

Dangerous and inflammable packages or those liable to cause inconvenience to other travelers or put their safety at risk will not be accepted.

Luggage other than hand luggage which is larger than 45cmx30cmx20cm is transported in the hold. It must be labelled by the owner. Hold luggage must not contain fragile or perishable articles, money, jewelry, precious metals, silverware, electronic equipment, legal or business documents, passports and other identity papers, or other valuable items, samples and medicines. TRANSAVOIE declines all liability/ responsibility in this respect.

### **PROHIBITED OBJECTS:**

Objects in which transport is prohibited by law are objects that the carrier reasonably believes, due to their weight, size, unpleasant odor, shape or their fragile or perishable nature, make them unsuitable for transport.

### **LOST OBJECTS:**

Lost objects can be claimed upon the presentation of a piece of identity at the depot in which the coach is dependent on when the object was lost. The carrier declines all responsibility for unrecovered lost objects.

Contact: 04 79 68 32 80

### **7.6. Loss or damage to luggage**

- Hand luggage in which the passenger is in charge of is their entire responsibility. It belongs to them and when leaving the vehicle momentarily they must take it with them and when definitively leaving the coach they must take all personal belongings and luggage. TRANSAVOIE will not be held responsible for the theft or the damage to hand luggage or for personal items which have been left or forgotten inside the coach. Only the fault or negligence proved against TRANSAVOIE may incur liability.

- TRANSAVOIE does not accept the transport of luggage in which the unit value is more than 800 euros. The purchase of a ticket from TRANSAVOIE implies the declaration, by the traveler, of the unit value of their luggage which does not exceed this amount.

Moreover, TRANSAVOIE will only compensate for damage in which it is deemed responsible if the amount for the damage is duly justified; in the absence of proof, the compensation due is fixed at the sum of 300 euros per passenger; the compensation paid in all cases is limited to the amount of 800 euros per passenger, in accordance with the provisions set out in decree n°2008-828.

**7.7 Animals:** Small pets are allowed on board free of charge on the condition that they are secured in a closed basket and carried on the knees. Concerning larger animals which are charged, only dogs kept on a lead and muzzled are accepted. In no way whatsoever must other travelers be inconvenienced. Guide dogs are accepted free of charge.

**7.8 Delay/connections:** Even though TRANSAVOIE is committed to making its best efforts in transporting passengers by respecting the indicated timetables; TRANSAVOIE only has an obligation concerning the means that it has at its disposal concerning the respect of these timetables which are defined based on normal traffic conditions in order to guarantee the respect of its obligations in terms of safety.

Given the inherent risk of delay regarding the provision of any transport service and the specific conditions for circulation in a mountain region, it is the responsibility of the traveler for whom the respect for arrival times is essential to plan for eventual delays and thus to adapt the time of departure in relation to specific periods in which circulation is often difficult.

Timetables and connections between vehicles or other transport services (SNCF or plane) are assured wherever possible, but are not guaranteed.

The carrier shall not be held accountable by any expense or consequence incurred due to delay or modification.

**7.9 Complaints:** Any eventual complaint must be made within 2 months following the journey by registered post with acknowledgement of receipt within a 7 day deadline of the journey date (TRANSAVOIE – Service Réclamations – 926 avenue de la Houille Blanche – 73000 Chambéry); otherwise it will not be considered.

#### **7.10 Client behavior**

The Client is cordially invited to refrain from any type of behavior that could compromise their safety, the safety of other passengers and/ or their comfort and to respect the displayed regulation (available at [www.transdevsavoie.com](http://www.transdevsavoie.com)) when inside the coach. TRANSAVOIE reserves the right to refuse to carry anyone who does not respect the guidelines.

It is particularly prohibited for the Client to:

- smoke in the vehicles
- interfere in the driving or to speak to the driver
- interfere with the emergency exits (only in the event of an accident)
- hinder the opening and closing of the doors
- damage the vehicle's facilities and touch the public information signs

Such behavior may make the Client liable if legal action is taken against them.

Wearing of the seatbelt is compulsory. In the event that the seatbelt is not attached by the passengers, criminal responsibility shall remain with the individual passengers. Not under any circumstances shall the driver or their employer be held responsible.

#### **7.11 Right to refuse carriage**

The Carrier may at any time during boarding refuse to transport the Passenger and their luggage if one or several of the following cases has or is likely to occur:

- The transport of the Passenger and/or their luggage may put in danger the safety, the health, the comfort or the convenience of other passengers or Personnel. Notably if the passenger resorts to the use of intimidation, is acting suspiciously or uses abusive language towards staff.
- The physical or mental state of the passenger including a state caused by the consumption of alcohol or the taking of drugs or medicine may present a danger to themselves, other passengers, or personnel.
- The Passenger is unable to prove that they are the person named in the passenger name box in the case of e-tickets.
- The Passenger or the person who has paid for the ticket did not pay the correct amount along with all the fees (including excess luggage).

- The Passenger requires special assistance which was not stipulated during the reservation process.
- The ticket that the Passenger has acquired:
  - was done so fraudulently or bought through an entity other than the Carrier or its accredited agents
  - was reported as lost or stolen
  - was forged or counterfeit

#### **7.12 The disabled/ UFR**

The present operating regulation also applies to PMR and UFR transport. The beneficiaries are holders of either a disability card, or disabled war pensioners card, or the priority card.

The transport is offered with the same timetable and price conditions as the normal service.

### **8. PROTECTION OF PERSONAL DATA**

**8.1** The information provided by the Clients during the sale of tickets is only intended for the exclusive use by TRANSAVOIE and shall in no event be subject to a transfer to third parties without the expressed permission of the Clients.

**8.2** In accordance with the Data Protection Act (Loi Informatique et Libertés), each client has the right to access the data that has been given during reservation and to either modify or delete it. The Client can proceed with these operations by sending an e-mail to the following address: [info@altibus.com](mailto:info@altibus.com)

### **9. FORCE MAJEURE**

The responsibility of TRANSAVOIE can only be sought if the execution of these present general conditions is delayed or prevented due to force majeure or a chance event, due to another Party or a third party or external causes such as labor disputes or strikes, riots or states of war with the intervention of civil or military authorities, the immobilization or requisition of vehicles, bad weather, atmospheric conditions (snow, ice, frost, landslide...) presenting a risk for traffic circulation, fires, flooding and traffic conditions which are particularly difficult and inconvenient (including deviations, accidents, demonstrations, etc.).

In any event, TRANSAVOIE will do its utmost to limit the duration and the effects of a chance event, force majeure or any other external force for that matter.

### **10. MISCELLANEOUS**

**10.1** TRANSAVOIE reserves the right to unilaterally change the terms of this present regulation. The new regulation will apply to all purchases made subsequently after it has come into force and only the new version shall prevail between the parties.

**10.2** The present regulation expresses in its entirety the obligation of the parties.

No other general or specific condition may be incorporated into this present regulation without the prior agreement of TRANSAVOIE.

**10.3** In the event in which one of the present provisions is considered as null and void by virtue of a legal or regulatory provision, present or future, or a court decision, or a judicial decision bearing the authority of res judicata and emanating from a court or competent body, this provision will be deemed as unwritten, all other provisions remaining binding between the Parties

### **11. APPLICABLE LAW AND COMPETENT JURISDICTION**

The present Contract is subject to French law.

Any dispute relating thereto shall be brought before the competent Court.

### **12. MEDIATION**

The client who is dissatisfied with the response given to their complaint by Transavoie may send their case to the Tourism and Travel Ombudsmen. No case will be admissible in the absence of prior submission from Transavoie's customer relations department.

The Tourism and Travel Ombudsmen can be contacted by Internet by downloading the referral form: [www.mtv.travel](http://www.mtv.travel) and returning it duly completed to the following address: MTV Médiation Tourisme Voyage - BP 80 303 - 75823 Paris Cedex 17