

# Terms of Use FIL BLEU

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# 1 Keolis Tours, operator of the Fil Bleu network on behalf of the Syndicat des Mobilités de Touraine.

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- VAT number: FR 75 311 567 416
- Customer Service helpline +33 (0)2 47 66 70 70

## 2 General conditions

# 2.1 Scope of Application

These Terms define the conditions that customers must adhere to when travelling on the entire Fil Bleu network. They specify customers' rights and, above all, their obligations.

In the present terms, "Fil Bleu network" refers to the whole range of Bus and Tram services (urban and suburban lines, charter services, and transport on demand solutions), Park and Ride facilities, Cycle Parks and Carriage rides, whose management the *Syndicat des Mobilités de Touraine* has delegated to Keolis Tours, hereafter referred to as the Operator.

These Terms complement existing applicable laws and regulations, namely:

- French Decree no. 2016-541 of 3<sup>rd</sup> May 2016 relating to safety and rules of conduct in rail or guided transport and certain other types of public transport.
- French Law no. 2016-339 of 22<sup>nd</sup> March 2016 on the prevention of and fight against incivilities, against attacks on public security and against acts of terrorism in public passenger transport.
- Articles 529-3, 529-4 and 529-5 of the French Code of Criminal Procedure.

In all circumstances, customers must comply with the provisions of the present Terms of Use, extracts of which are clearly displayed inside all vehicles. Furthermore, they must comply with any instructions given to them by the Operator's personnel or by security services while they are using Fil Bleu services.

# 2.2 Scope of Application - Park and Ride Facilities

The Park and Ride facilities in service as at the publication date of these terms are the following:

#### **Automated car parks**

- Tranchée Park and Ride, Rue des Bordiers, Tours.
- Lac Park and Ride, Avenue du Général Niessel, Tours
- Daniel Mayer Park and Ride, Rue Daniel Mayer, Tours
- Heure Tranquille Park and Ride L'Heure Tranquille Shopping Centre– 2 Lions, Tours

#### Attended parking facilities:

- Sagerie Park and Ride, Rue de la Sagerie, Chambray-lès-Tours
- Vaucanson Park and Ride, Rue Colombier, Tours
- J. Monnet Park and Ride, Joué-lès-Tours

The provisions or key extracts of the present terms are available at the entrance of each Park and Ride facility.

# 2.3 Scope of Application - Bus and Tram Network

The present terms apply to the whole range of Fil Bleu bus and tram services: urban and suburban lines, lines serving schools and other special routes. These terms apply on board buses and trams, and at bus and tram stops.

Key extracts of the present terms are displayed on buses and trams.

# 2.4 Scope of Application - Sales Office

The present terms also apply inside the Fil Bleu Sales Office, located at 9 rue Michelet, Tours.

The provisions or key extracts of the present terms are available at the Sales Office.

# 2.5 Scope of Application - Horse-Drawn Carriages

The present terms also apply on board horse-drawn carriages.

The provisions or key extracts of the present terms can be obtained from the carriage driver.

# 2.6 Scope of Application - Cycle Parks

The present terms also apply to the 15 cycle parks in service as at the publication date of the present terms:

- Vaucanson automated cycle park, located at the Vaucanson Park and Ride facility in Tours: 36 spaces
- Monconseil automated cycle park, located at the Monconseil public transport stop in Tours: 36 spaces
- Marne automated cycle park, located at the Marne public transport stop in Tours: 36 spaces
- Beffroi automated cycle park, located at the Beffroi public transport stop in Tours: 36 spaces
- Verdun automated cycle park, located at the Verdun public transport stop in Tours: 36 spaces
- Jean Monnet automated cycle park, located at the Jean Monnet public transport stop in Tours: 36 spaces
- Rotière automated cycle park, located at the Rotière public transport stop in Jouélès-Tours: 36 spaces
- Palais des Sports automated cycle park, near the Palais des Sports complex on Boulevard de Tassigny: 28 spaces
- Lac automated cycle park, near the Piscine du Lac swimming pool on Avenue Grammont: 28 spaces
- St Pierre Gare automated cycle park, located at the St Pierre-des-Corps train station on Rue Fabienne Landy: 52 spaces
- Granges Galand automated cycle park, located on Rue des Granges Galand in Saint Avertin: 20 spaces
- Velpeau automated cycle park, located at 89 Rue Jean Jacques Noirmant in Tours:
   18 spaces
- Sagerie automated cycle park, located on Rue de la Sagerie in Chambray-lès-Tours: 40 spaces
- La Riche Centre automated cycle park, located on Rue de la Mairie in La Riche: 18 spaces
- Gare de Tours automated cycle park, located on Rue des Aumônes in Tours: 120 spaces

The present terms also apply to the Sagerie cycle park, located at the Sagerie Park and Ride facility in Chambray-lès-Tours: 46 spaces. This cycle park is open access.

# 3 Access to the Fil Bleu Network

#### 3.1 Access to Buses and Trams

#### **Trams**

Passengers may board or alight from a tram using any of the doors, at designated tram stops. Passengers wishing to board a tram must first step away from the doors to allow others to alight. Do not attempt to go through the doors when the audible and visual warning indicates that the doors are about to close.

After validating their ticket, passengers are kindly asked to free up space near the doors to allow easier access for other passengers. Boarding should be completed as quickly as possible at tram stops.

#### **Buses**

Passengers must board the vehicle using the front door only (except for wheelchair uses, who can access the vehicle using the middle door) at the network's designated bus stops. After presenting their ticket to the bus driver and validating it for travel, passengers are requested to proceed to the back of the bus to allow easier access for other passengers. Passengers should avoid standing at the front of the bus, as doing so could block the bus driver's view.

Passengers may alight using the middle and back doors only. When passengers wish to alight, they are required to press one of the buttons available throughout the vehicle, giving the driver sufficient time to be able to slow down for their chosen stop.

#### Coaches

Passengers may board the vehicle using the front door only, at the network's designated stops. After presenting their ticket to the coach driver and validating it for travel, all passengers must take a seat, with those under the age of 18 required to wear a seatbelt, until they get off the coach.

In busy periods, adult passengers are permitted to stand inside the vehicle during travel, subject to passenger capacity conditions. Passengers travelling with luggage must carry it on board the vehicle and stow it away to free up access to the coach. Luggage must not exceed the maximum size set out by the present terms.

Passengers may alight using the middle and back doors only. Unlike buses, coaches systematically stop at all network stops. Passengers are therefore not required to alert their driver that they wish to alight.

Coaches are not accessible for wheelchair users.

#### **Light-Duty Vehicles (Résabus)**

Passengers may board the vehicle using the side door (except for wheelchair users as this vehicle type is not accessible), at the network's designated stops. After presenting their ticket to the driver and validating it for travel, passengers must be seated and are required to wear a seatbelt until they get out of the vehicle. The driver alone is authorised to open the boot of the vehicle. It may only be opened when they accept to do so. If passengers are travelling with luggage, it must be placed on board and stowed away to free up access to the vehicle.

Light-duty vehicles are not accessible for wheelchair users.

# 3.2 Specific provisions for the Transport on Demand service (Résabus)

This service is carried out using buses or minibuses. The number of seats in the vehicle depends on vehicle type (bus, standard light-duty taxi or 8-seater minibus). Taxis can be identified by their "Fil Bleu" roof signs.

This public transport service is available to all customers (except wheelchair users) by reservation only:

- from Monday to Sunday, with different services on each line
- on public holidays, Sunday operating times are in place
- no service on the 1<sup>st</sup> of May

Passengers without a booking may exceptionally use the service by arriving for a scheduled ride, subject to availability of seats inside the vehicle throughout the entire route. In all circumstances, intending passengers who have made a booking take precedence over those without a booking.

Passengers are picked up at stopping points with vehicles taking the shortest possible route, which takes into account all bookings made on the line. In case of regular travel using transport on demand vehicles, bookings can be made up to 21 days in advance. Customers can book a single and/or a return trip.

There are two types of Transport on Demand:

1. Résabus R4, R5, R6, R10 and R11: this service operates between fixed bus stops, but the route, journey time and pick-up time are calculated based on all the bookings made for a given time.

Each ToD line includes stops that are linked to the park and ride facilities displayed on the network map, and vice versa.

2. Résabus R1, R2, R3, R7, R8, R9 (minibus) and R12, as well as all services operating on Sundays (Résabus 32, 34, 35, 36, 51, 52, 53, 56 and 57 (bus)): the bus or minibus will arrive at all stops according to a predefined timetable.

For all Résabus lines, if no bookings have been made, the journey will not take place.

Special Feature of Résabus 57 (Virtual bus line): from Monday to Saturday, line 57 operates by reservation only, conveying passengers to the "Merluche" and "Espérance" stops.

#### Operation

Each time a customer makes a booking, they can either share their geographical location by activating their mobile phone's geolocation software or manually share their location by typing their address or the name of their chosen stop into the field provided.

On Résabus R4, R5, R6, R10 and R11, customers will be prompted, during the booking process, to specify the number of passengers travelling with them and their chosen drop-off point. There can be no more than five (5) passengers on one booking.

Any unforeseen additional passenger is welcome to use the service booked by the customer, provided that there is enough space inside the vehicle to accommodate them and provided that the extra passenger validates a travel ticket.

If these conditions are not met, the driver reserves the right to refuse access to the passenger in question.

Customers should select a pick-up time from the available list. Customers are picked up within a time window that can vary by around fifteen (15) minutes.

The choice of vehicle, the grouping of bookings, the route and the journey time achieved by the driver come under the sole responsibility of the operator. Therefore, routes planned by Fil Bleu services can include one or more intermediate stops to pick up or drop off other customers, as this service is a form of public transport.

The destination chosen during the booking process cannot be changed during the course of the journey.

Similarly, customers cannot book or cancel a trip by speaking to the driver.

Operating model of Résabus 57:

To travel to a stop in the Résabus area: upon boarding the bus, customers should tell the driver which stop they wish to get off at.

To depart from a stop in the Résabus area: use the 24/7 booking service on the app or on filbleu.fr, or call our Customer Service Centre, to choose one of the available departure times.

#### **Booking**

Customers can make a booking via:

- the Fil Bleu "Résabus" app
- the filbleu.fr website
- the Customer Service Centre, by calling +33 (0)2 47 66 70 70 at least 30 minutes before the desired departure time. The telephone booking service is open from 6am

to 8pm from Monday to Friday, and from 10am to 8pm on Saturdays.

On Sundays, bookings can only be made via the website filbleu.fr or on the Fil Bleu "Résabus" app.

A pick-up location is agreed between Fil Bleu and the customer during the booking process, depending on the customer's request and service availability.

The booking is considered accepted when the customer receives a confirmation of their pick-up time.

Bookings for groups of more than 5 people are not permitted for ToD services.

To make a booking via the app, the website or the Customer Service Centre, a customer account must first be created, following the free download of the Fil Bleu Résabus app on a customer's mobile phone or device, on filbleu.fr or by signing up to Fil Bleu by calling its Customer Service Centre.

Each customer has their own username and password. Customers should therefore ensure that they securely store the username and password required for them to make a booking.

In the event of losing or forgetting their password, customers can request a password reset via the Fil Bleu app, website or Customer Service Centre.

The customer is responsible for ensuring that the contact details linked to their customer account are correct and up to date.

#### Cancellation

Customers can cancel their booking free of charge up to 30 minutes before the definitive pick-up time by calling the Customer Service Centre or using the Fil Bleu "Résabus" app or the filbleu.fr website.

In the event of last-minute cancellation or no-show (except when a Fil Bleu connection is late), the customer will receive a warning. In the event of subsequent cancellations or no-shows, Fil Bleu reserves the right to suspend access to the ToD service for the person(s) concerned.

For each booking, checks are carried out on the number of warnings received over the previous 13 months, with the following penalties:

3 warnings = access to services suspended for 15 days

6 warnings = access to services suspended for 1 month

7<sup>th</sup> warning = €25 penalty or access suspended for 1 year

If a service is cancelled by the Operator, the latter must inform all intending passengers who have made a booking at the earliest opportunity.

A ToD vehicle will not wait for customers who are not present when it arrives at an appointed pick-up stop, so as not to unfairly affect other passengers.

#### Luggage and Bulky Items

Customers are permitted to travel with luggage and other small items, subject to space being available inside the vehicle. These personal effects are under the sole responsibility of their owner. Bicycles are not permitted on board.

# 3.3 Access for Young Children

Children under 5 years of age travel free of charge. They are not required to show any tickets.

Children under 8 years of age who are unaccompanied by an adult are not permitted to travel alone on the Fil Bleu network.

Pushchairs and similar items intended for travel with young children can be brought onto buses and trams with no extra charge. Customers must take care not to obstruct the aisle of the vehicle or block the vehicle's entrance and exit points. We recommend that passengers travel with pushchairs outside peak times.

Pushchairs must be folded on buses during peak times. On trams, unfolded pushchairs can be placed in spaces designed for bikes and wheelchair users. If a pushchair is placed in a space reserved for wheelchair users and a person in a wheelchair boards the vehicle, the pushchair must be moved to allow this passenger to use the space.

Furthermore, we strongly recommend that passengers refrain from using the smaller doors located at the front and at the back of trams when boarding, as they are primarily reserved for alighting passengers.

Passengers must take all necessary precautions to ensure their children's safety while boarding, alighting and travelling on board our vehicles.

Children are under the supervision and direct responsibility of the adult accompanying them and must be kept close to them.

When alighting from a bus, customers may exceptionally ask the driver to open the door at the front of the bus and, if necessary, ask for help from other passengers.

On board light-duty vehicles (Résabus), children under 3 years of age must travel in a suitable car seat provided by the adult accompanying them. Children over 3 years of age must use a booster seat, provided by the taxi (one seat available per taxi).

Pushchairs and similar items intended for travel with young children can be placed in vehicles at no extra charge subject to vehicle capacity, as described in the relevant article.

# 3.4 Priority Seating

All buses and trams have clearly marked priority seats that are reserved, in the following order of priority, for passengers with disabilities, disabled veterans, individuals with visual impairments, industrially disabled and civilian disabled, pregnant customers or passengers travelling with young children (under 4 years of age), elderly people or people who have trouble standing, and any other person with mobility impairments.

#### 3.5 Access to Buses for Wheelchair Users

Accessible buses and bus stops are marked with a wheelchair user symbol, displayed at the front of the bus and on the side doors giving access to the vehicle. Each accessible bus is fitted with a retractable ramp allowing access, as well as a designated space for a wheelchair user, which can be used by entering the second door of any accessible bus. People with disabilities who are wheelchair users have priority over everyone else for the use of the designated wheelchair space.

Wheelchair users board the bus through the second door, which is fitted with a retractable ramp. Other passengers with mobility impairments should board the bus using the front door unless their disability prevents them from doing so. In the latter case, the ramp will be deployed to give them easier access. The maximum number of wheelchairs that can be accommodated on a bus is limited to the number of designated wheelchair spaces inside the bus. In most cases, this is limited to one wheelchair space per bus.

Coaches and Résabus vehicles are not accessible for wheelchair users.

#### **Further Recommendations Specific to Wheelchair Users**

- to board the bus, the passenger should wait on the platform and attract the bus driver's attention
- the passenger should then move towards the second door of the bus and press on the button displaying the wheelchair user symbol
- the bus driver will then deploy the access ramp. When the ramp is in place, the
  passenger may board the bus. The passenger can then proceed to validate their
  ticket. For their safety, the passenger should travel in the following position: facing
  the rear of the vehicle, within the space specifically designed for wheelchair users,
  with their brakes applied and, if available, with the safety barrier down.
  - for buses fitted with a manually operated ramp, the driver will ask a third party to deploy and then stow the ramp, following the pictogram instructions displayed in all vehicles.
- to get off the bus, the passenger should press the blue button displaying the wheelchair user symbol so that the driver can deploy the ramp once again. The passenger should wait in front of the second door in order to leave the vehicle.
  - for buses fitted with a manually operated ramp, the driver will ask a third party to deploy and then stow the ramp, following the pictogram instructions displayed in all vehicles.

Please note that electric mobility scooters (electric vehicles with 2, 3 or 4 wheels) cannot be accommodated on board.

# 3.6 Access to Trams for People with Mobility Impairments

All stops on the tram network are accessible (except for Tranchée, Charles Barrier and Place Choiseul) and allow people with disabilities who are wheelchair users or have mobility impairments to access platforms and ticket machines.

Electric mobility scooters (electric vehicles with 2, 3 or 4 wheels) cannot be accommodated.

Doors that are accessible for people with mobility impairments (double doors) are clearly marked, forming part of the vehicle's design. Markings on the platform (stripes perpendicular to the platform that extend on either side of a tram's double doors) also display a Wheelchair User symbol showing the location of accessible doors.

The tram stops named Tranchée, Charles Barrier and Choiseul do not meet accessibility standards for people with mobility impairments as the gradient of the slope providing access to the tram stop is steeper than 2%. These tram stops have been granted a special dispensation. At each of these three tram stops, an information notice is displayed to warn passengers that the stops are not accessible. Therefore, should passengers with mobility impairments decide to use one of these three tram stops, they accept full liability in doing so.

Platforms provide level access to trams and are barrier-free. There are two designated spaces on board each tram for people with mobility impairments, who have priority over everyone else for the use of these spaces. The location of these spaces is marked by signs on the doors displaying a wheelchair user symbol.

All passengers must allow people with mobility impairments to move freely around platforms and inside trams and must not impede these individuals' access to trams.

All passengers must allow people with mobility impairments to move freely around platforms and inside trams and must not impede these individuals' access to trams.

# 3.7 Travelling with Bicycles on Buses and Trams

Bicycles are not permitted on board buses and taxis, except for foldable bicycles on the condition that they are properly folded and their width does not exceed 90 cm. Folded bicycles must be carried by their owners to ensure that the do not inconvenience other passengers.

Bicycles are allowed on trams under the following conditions:

- Bicycles must be parked in the rearmost section of the tram accessible via the last set of double doors (in the direction of travel)
- Bicycles parked in this area must be kept stationary by their owner without obstructing access to the aisles or validator machines

As a show of courtesy, bicycle owners are asked to wait for the next service during very busy periods to limit the inconvenience for other passengers.

In the event of a busy period or evident passenger discomfort, officers employed by the Operator reserve the right to refuse access to passengers travelling with this type of equipment, if they consider it to pose a risk of inconveniencing other passengers or of causing an accident.

# 3.8 Travelling with Electric Scooters, Segways and Other Electric Transport Devices

All electric transport devices (Segways, scooters, etc.) must be folded or held on their owner's lap or kept between their owner's legs.

Electric scooters are permitted on trams and buses under the following conditions:

- Electric scooters must be foldable, and folded
- Their owners must keep their folded scooters near them and ensure that they do not block the aisles or access to seats

In taxis, scooters are permitted, depending on how busy the service is at the time of travel, and must be kept on their owner's lap.

In the event of a busy period or evident passenger discomfort, officers employed by the Operator reserve the right to refuse access to passengers travelling with this type of equipment, if they consider it to pose a risk of inconveniencing other passengers or of causing an accident.

#### 3.9 Access to Park and Ride Facilities

Vehicles may only enter, drive and park within Park and Ride facilities and on their service roads if they meet the following criteria:

- an overall travelling height that does not exceed the maximum permitted height displayed on signs at the entrance to each facility (2 metres)
- a gross vehicle weight of less than 3.5 tonnes
- no attached trailer
- vehicles must not carry materials that could prove hazardous to facilities or to other users, or cause inconvenience due to nuisance smells or fumes

The rules of the French highway code apply to all Park and Ride facilities in the Fil Bleu network.

The maximum speed limit in the car parks is 10 kph. Drivers must only drive on the roads and lanes designed for this purpose, and are therefore forbidden from parking on these lanes.

In all cases, vehicles must be parked entirely within the dedicated parking spaces indicated by bay markings, without encroaching on traffic lanes or into neighbouring spaces. Customers must turn off the engine as soon as they have parked their vehicle and must leave the car park as soon as they have started their engine.

#### 3.8.1 Conditions of Access

Only Fil Bleu network customers are authorised to drive and park their vehicles within Park and Ride facilities. The act of entering one of these car parks and leaving a vehicle in a designated parking space implies full acceptance of the conditions set out in the present Terms of Use.

To gain access to Park and Ride facilities, customers must hold a valid season ticket for the Fil Bleu network or purchase a Park and Ride ticket. In the event that a customer is unable to produce a valid ticket for inspection, our ticket inspectors may issue them with a fine.

#### 3.8.2 Opening Times

Attended Park and Ride facilities (Vaucanson P&R, Jean Monnet P&R and Sagerie P&R) are open all year round from Monday to Saturday between 7am and 7.30pm. A parking attendant is on duty between these times. Opening hours are displayed on information boards at the entrance of each car park. The car parks can be accessed by holders of Fil Bleu season tickets from 5am.

These car parks are closed, save in exceptional circumstances, between 7.30pm and 7am from Monday to Saturday. The barrier remains open on Sundays and public holidays.

Drivers can exit the car park with their vehicle at any time.

Automated Park and Ride facilities (Lac P&R, Tranchée P&R, Mayer P&R and Heure Tranquille P&R) can be accessed 24 hours a day, except for Heure Tranquille P&R (open to season ticket holders 24 hours a day, and open to all other customers between 7am and 10pm)

Vehicles may remain parked within park and ride facilities during the operating times of the Fil Bleu network. Parking is not authorised when public transport services are not running (between 2am and 5am).

#### 3.8.3 Prohibited Use and Fixed Fines

Any person who is not a Fil Bleu network user is not permitted to enter park and ride facilities.

In the event of a ticket inspection within parking facilities, any person unable to produce a valid travel ticket will be issued with a fine for travelling without a ticket (3<sup>rd</sup> class fine "Entering a reserved-access facility belonging to the FIL BLEU public transport network without a valid ticket, or ticket falsification").

#### 3.9 Access to the Fil Bleu Sales Office

The Fil Bleu Sales Office is open to the public all year round from Monday to Friday between 7.30am and 7pm, and on Saturdays between 10am and 5pm.

It is closed, save in exceptional circumstances, outside opening hours and on Sundays and public holidays.

Members of the public are not allowed to enter areas that are not intended for their use. Business documents and records are not freely accessible or available for use by the general public. Any queries pertaining to operating times and transport routes can be addressed to the Customer Service centre by contacting +33 (0)2 47 66 70 70.

# 3.10 Access to Automated Cycle Parks

The automated cycle parks in service as at the publication date of the present terms are listed in Article 2.6.

Automated cycle parks can be accessed for no extra charge by all Fil Bleu network season ticket holders travelling with a valid card or ticket.

They can also be accessed by any other person holding an annual Cycle Park pass, which can be purchased for a fee of €15. This pass cannot be used for travel on the Fil Bleu bus and tram network.

This service consists of shared cycle parking facilities with controlled access.

Automated Cycle Parks are exclusively reserved for non-motorised cycles. It is therefore expressly forbidden to park motorcycles, motor scooters, mopeds and any other motorised vehicle with an internal combustion engine, as well as electric motorcycles and motor scooters.

Customers must ensure that they securely attach their bicycle to the racks provided for this purpose, using their choice of anti-theft device (not provided by Fil Bleu).

Automated Cycle Parks can be accessed by validating a contactless Fil Bleu card, loaded with a valid ticket or pass, at the reader located next to the entrance door.

The Cycle Park service is not a long-stay cycle parking facility.

Parking in these areas is limited to short stays. If this is not the case, Fil Bleu will remove the cycle in question, according to the following procedure:

- If a cycle has not moved for 15 days, Fil Bleu will attach a notice to the cycle with an ultimatum stating that it will be removed after 15 days. This notice will be photographed with a time stamp.
- Once this period has elapsed, Fil Bleu will remove the cycle
- The cycle will be stored for 30 days. During this time, the customer in question may contact Fil Bleu at +33 (0)2 47 66 70 70 to claim their cycle.

- Once this time period has elapsed, if the owner of the cycle has not come forward to claim it, the cycle will be donated to a charity for local integration. After this point, the owner of the cycle will no longer be able to ask for their cycle to be returned or claim compensation.

The provision of shared cycle parking facilities with controlled access does not imply any obligation of custody and safekeeping on the part of Fil Bleu. The above procedure also applies to padlocks left at cycle parking spaces within Fil Bleu Cycle Parks (P+V).

The measures implemented to ensure the safety of goods inside automated Cycle Parks should not be considered to constitute an obligation to supervise on the part of Fil Bleu. The customer is informed that video footage recorded by the systems in place within Fil Bleu automated Cycle Parks is stored and made available according to existing legislation.

Fil Bleu shall not be liable for loss or damage, whatever their cause, that occur due to or during the use of Cycle Parks.

## 4 Travel Tickets

#### 4.1 Conditions for the Use of Travel Cards or Tickets

To travel legally on the Fil Bleu network, customers must hold a valid contactless ticket or contactless card onto which they have loaded a valid ticket, which they must validate.

Single tickets and trip tickets are valid for one hour only. They are valid for connections and returns within this 1-hour time frame.

2-trip tickets are valid for one person only, each trip being valid for 1 hour (connections and returns permitted).

The 1-hour Family ticket is valid for 1 hour (connections and returns permitted) for 3 to 4 people travelling together on Saturdays, Sundays and public holidays.

Park and Ride tickets are valid all day. 24-hour and 48-hour tickets are valid for the duration of the period stated in the name of the ticket, starting from the time the ticket is first validated.

Group tickets can be used during off-peak times (from 8.30am to 4.30pm) during school terms, and at any time of day during school holidays, by groups of 10 to 20, or 21 to 40 people travelling together.

A 2-trip ticket allows its holder alone to make two trips, each of which can last up to one hour (connections and returns permitted).

Monthly season tickets entitle users to travel freely throughout the network from the first to the last day of the month.

Tickets or passes loaded onto JVMalin cards must be validated for every journey, including when making connections, regardless of the type of ticket used (season ticket, single trip, concessions, free travel, etc.).

Travel tickets must be used according to the conditions of use defined on the information boards displayed throughout the Fil Bleu network. Detailed information on the different types of travel ticket available can be accessed at the network Sales Office, by telephoning Fil Bleu and on the Fil Bleu website at www.filbleu.fr.

# 4.2 Purchasing Tickets

Customers can purchase travel tickets from bus drivers, from ticket machines at tram and Tempo bus stops, in a number of public places, at the Fil Bleu Sales Office (9 rue Michelet in Tours), at points of sale (retailers or ticket agents) or using online services such as Fil Eclair (direct debit), the Fil Bleu online shop or smartphone tickets.

On buses, drivers offer single tickets, 2-trip tickets and 24-hour tickets for sale, only

available through contactless ticketing.

On coaches and Résabus vehicles, drivers only sell single tickets, which are pre-encoded. It is not possible to top up a travel card or ticket on board a coach.

Fares are set by the Syndicat des Mobilités de Touraine on an annual basis.

Customers must prepare the exact amount of change (Art. L 112-5 of the French Monetary and Financial Code) when purchasing tickets from a driver.

# 4.3 Fees for Creating Travel Cards and Prices of Contactless Tickets

When a customer wishes to create a JVMalin smart card, they are required to pay a card creation fee in accordance with applicable fees.

Customers will also need to pay a fee for a replacement card, in the following cases:

- their card has reached the "end of its life" and has to be renewed
- their card is lost
- their card is damaged
- the customer wishes to change details printed on the card (photo, first or last name, etc.)
- the customer's card has been confiscated by ticket inspectors while it was being used by a third party
- the card is attached to an official report that has been submitted to the Police court

In all cases, travel cards must be created at the Fil Bleu Sales Office, 9 rue Michelet in Tours. Pending replacement of their travel card, customers must purchase a valid travel ticket for each of their journeys. The customer may not request any compensation or refund for tickets purchased during this period.

To encourage reuse, a fee is applied when "Contactless Ticket" media is initially purchased. This fee is displayed at the Sales Office and on the filbleu.fr website. Contactless tickets cannot be reused in Fil Bleu automated Park & Ride car parks.

Card and contactless tickets expire after 8 years and 2 years respectively. Once expired, they cannot be used again.

In this case, the customer must go to the Sales Office to transfer any tickets loaded on expired media onto new cards or tickets. A card creation fee is charged. Ticket credit cannot be refunded.

# 4.4 Validating Tickets

Tickets must be validated whenever a passenger boards a vehicle, from the very beginning of their journey on the Fil Bleu network, including on all connections. If a ticket validator machine is not working, the customer must use one of the other machines available on board the vehicle. If the entire validation system is not working, the customer must speak directly to the bus driver, or speak to the tram driver using the call buttons located on trams, in order to correctly validate their ticket and alert them to the situation. In the event of a ticket inspection, the customer will not be able to claim that an unvalidated ticket is due to a validator machine not working.

If a passenger fails to validate their ticket, including on connecting services, this will constitute a violation in the event of a ticket inspection.

# 5 Inspections and Fineable Offences

# **5.1 Ticket Inspections**

Officers authorised by the Operator may check travel tickets at any time during a journey on board any vehicle belonging to the Fil Bleu network.

At their request, customers must present a valid travel ticket or card that has been correctly validated.

During inspections, customers may no longer validate tickets or purchase tickets from the driver.

In Park and Ride facilities, contactless tickets that authorise customers to use the facilities are inspected at the exit of the car park. Customers must therefore have in their possession a valid Fil Bleu travel ticket: a ticket loaded onto a JV Malin travel card or a contactless ticket for a P&R stay must have been validated.

In all circumstances, validating a ticket in front of a ticket inspector is considered irregular behaviour and may be punishable by a fine. The amount of each fine is specified in Article 4.2.

#### 5.2 Fineable offences

## 5.2.1 3<sup>rd</sup> Class Offences Enforced by French Transport Police

#### No card or ticket

If a passenger has no card or ticket, this means that they have entered a space whose access is restricted to holders of a travel ticket or that they have travelled in or on a vehicle dedicated to public passenger transport without a valid travel ticket or without having performed additional action required on the part of the passenger, in the case of Liberté tickets and tickets issued per trip, such as ticket validation.

If a customer holds a travel card correctly loaded with a Fil Bleu network season ticket, but cannot produce it for inspection, the customer will be issued with a fine for "Travelling without a ticket on the Fil Bleu network's road-based public transport services".

If, after checks have been performed upon the customer's request, it is established that the offence was the customer's first oversight, the customer will not have to pay a fixed fine: the report will be modified and issued as a report for not validating a ticket, which incurs a €5 fine. In all circumstances, customers must produce their travel card, which must have been correctly loaded with a Fil Bleu season ticket at the time of the offence, to the Fil Bleu department responsible for "Prevention, Mediation and Passenger Checks" within 48 hours, in order not to lose their right to avail themselves of this measure.

#### Unvalidated Ticket

All customers must validate their travel ticket before undertaking any journey on the Fil Bleu network, including when travelling on connecting services. If they fail to do so, they could incur a fine for travelling with an "Unvalidated Ticket", even if they have a Contactless card correctly loaded with a Fil Bleu season ticket in their possession during a ticket inspection. Customers holding a season ticket will be issued with a fixed fine of €5 within 5 days after the offence.

- Illegible or damaged card or ticket
- Ticket or card reserved for use by a third party, in which case the travel card will be kept as proof of the offence
- Ticket validity expired by more than 30 minutes
- Ticket used outside designated times (family, group or event day tickets)
- Violation of smoking ban (including electronic cigarettes) in vehicles and facilities associated to road-based public transport services

#### 3<sup>rd</sup> Class Fixed Penalties

libellé infraction	Montant	art Inter	art sanct
Abonnement ou correspondance non validé	5,00€	Article 5-1	Article 15-I
Titre chargé non validé	40,00€	Article 5-1	Article 15-I
Dépassement Horaire < 30 minutes	40,00€	Article 5-1	Article 15-I
Absence de titre	62,00€	Article 5-1	Article 15-I
Titre réservé à l'usage d'un tiers	62,00€	Article 5-1	Article 15-I
Titre illisible ou déchiré	62,00€	Article 5-1	Article 15-I
Titre utilisé hors période	62,00€	Article 5-1	Article 15-I

#### 5.2.2 4<sup>th</sup> Class Offences Enforced by French Transport Police

- boarding a bus via its back doors
- non-compliance with animal access conditions
- using another form of transport on board (e.g.: bicycle)
- unattended baggage
- decompressing doors or preventing them from closing
- damage to displays
- obvious drunkenness on board
- modifying or disrupting operation of equipment
- dangerous, bulky or cumbersome items
- refusal to comply with instructions given by the Operator's officers
- standing on foot steps during operation
- soiling the vehicle (putting feet on the seats, spitting...)
- using a public transport vehicle to tow a personal vehicle/your bicycle, etc.
- disturbing other customers on board
- Unjustified use of alarm signals or emergency calls

#### 4th Class Fixed Penalties

libellé infraction	Montant	art Inter	art sanct
Détériorer ou souiller les espaces transports	30,00€	Article 5-11	Article 18-2
Etat d'ivresse manifeste	30,00€	Article 8	Article 18-8
Objets dangereux, encombrants, gênants	30,00€	Article 9	Article 16-6
Non respect des conditions d'accès des animaux	30,00€	Article 10	Article 16-7
Montée porte arrière	30,00€	Article 5-5	Article 16-5
Détérioration des affichages de l'espace transport	30,00€	Article 5-12	Article 18-4
Modifier ou déranger le fonctionnement des équipements	30,00€	Article 5-16	Article 18-3
Refuser d'obtempérer aux injonctions	68,00€	Article 3	Article 20-1
Obstacle à la fermeture ou décompression des portes	68,00€	Article 5-4	Article 16-4
Fumer	68,00€	Article 8	Article 19
Usage d'instrument sonore, tapage ou trouble de la tranquillité des voyageurs	68,00€	Article 5-13	Article 18-5
Laisser un objet sans surveillance	68,00€	Article 5-14	Article 18-6
Utilisation injustifié d'un signal d'alarme ou d'appel d'urgence	130,00€	Article 5-10	Article 18-1
Rester sur les marches pieds pendant la marche	130,00€	Article 5-7	Article 16-2
se faire tracter par un véhicule de transport public	130,00€	Article 5-9	Article 17
Circuler sur un engin dans l'espace transport	130,00€	Article 5-15	Article 18-7

# 5.2.3 Fineable Offences Relating to Vehicles Parked within Park and Ride Facilities

- any parking of vehicles outside the operating times of the Fil Bleu network (services run between 5am and 2am the following morning) is prohibited.
   If a customer leaves their vehicle in the facility outside the Fil Bleu network's operating hours, they will be issued with a fixed fine per overnight stay (4th Class Fineable Offence; non-compliance with conditions of access)
- the Operator reserves the right to arrange the removal, at the expense and risk of the user, of any vehicle found to be in breach of this clause of the present Terms of Use.
- the Operator may be required to arrange for the vehicle to be impounded, when the vehicle has been found to be parked illegally five nights in a row.

# **5.3 Payment of Fines Following Offences**

In order to avoid criminal prosecution, the customer can pay a fixed penalty, either paying the fine upfront to a sworn officer, who will issue them with a receipt, or within the statutory time limit indicated in the official report. Payment must be sent to the Operator's department for "Prevention, Mediation and Passenger Checks".

Unless the customer is able to pay the fixed penalty upfront, an official report will be written up, for which the customer will be required to produce proof of identity. If customers refuse or are unable to produce official proof of identity, sworn officers are entitled to hand over the procedure to the police. A collection case will then be opened, incurring an extra charge of €40 in administrative fees. If customers do not proceed to payment of the fine within a maximum time limit of three months, legal action will ensue. The case file relating to the offender will be transferred to the Ministère Public (Public Prosecutions Office), which will then instruct public authorities to collect the outstanding debt.

#### **Pass Pass**

Depending on the customer\*, the ticket inspector can suggest an alternative to the fixed penalty due: exchanging a fine for a season ticket. If the enforcement officer suggests this alternative, the customer can visit the Sales Office within 6 days following the offence to purchase a season ticket (Pass Pass) for the current month and the following month. This transaction will void the fine.

\*Conditions to access this alternative measure:

- it must be suggested by the enforcement officer
- the customer must not hold a season ticket that has been used in the last 12 months.
- the customer must not have previously availed themselves of this measure
- the customer must not be liable for other fines at the time of inspection

# **5.4 Right of Access to Personal Data**

The personal data collected by the Operator is processed by computer to manage commercial relations.

Personal data is intended for use by the Operator (the data controller), in addition, where applicable, by its partners, subcontractors or service providers located in or outside the European Union, and by Keolis Group subsidiaries. Personal data is kept for the time required for the administrative and accounting management of subscribed services and for promoting services. For further information, please view our privacy policy, available at www.filbleu.fr.

Pursuant to applicable regulations, customers have the right to access, rectify and/or delete their personal data. They may also object to the processing of their personal data for commercial purposes.

All these rights are exercised with the Operator:

- by email to service.clients@filbleu.fr
- by post to Fil Bleu Service Clients Avenue de Florence 37700 ST PIERRE DES CORPS, FRANCE

For any queries regarding the processing of personal data, the customer may also contact our Data Protection Officer by email at dpo@filbleu.fr.

#### 5.5 Officers Authorised to Record Fineable Offences

Offences that violate the present terms are recorded by sworn and licensed officers employed by the Operator.

# 6 Obligations

# 6.1 GeneralObligations

Customers must comply with any instructions, announcements or warnings directly given to them by the Operator's personnel or issued indirectly via signalling systems.

Officers are sworn professionals and any instructions given by them must be followed. Any customer who fails to comply with instructions can be refused access to the Fil Bleu network or be forced to leave it when requested to do so by officers, even if they hold a valid ticket. A 4th class fine may be issued to any customer refusing to comply.

# 6.2 Occupying Seats and Aisles

Customers are prohibited from occupying seats with personal effects or other items, and from obstructing free movement inside vehicles by blocking aisles, gangways, stairs or doors, throughout the entire Fil Bleu network.

# 7 Safety

# 7.2 On All Modes of Transport

To ensure the safety of all passengers, passengers are asked:

- to hold on to the handles and handrails provided
- not to obstruct the automatic opening and closing of doors
- not to board vehicles carrying bulky items or luggage containing hazardous materials or substances
- comply with the terms regarding animals, which are made explicit in the present document
- comply with the terms regarding precautions to be taken when travelling with children, also set out in the present document

## 7.3 Accidents

In the event of an accident occurring on the Fil Bleu network, the Operator can only be held liable if the customer concerned is able to produce a valid travel ticket, which they are obliged to have in their possession in order to justify their presence on modes of transport or within other facilities belonging to the Fil Bleu network. If a customer fails to comply with these obligations, the Operator cannot be held liable for accidents that may occur. The customer concerned must speak to or make themselves known to the driver in order to report and record the accident.

Inside Park and Ride facilities and cycle parks, customers are liable for personal injury accidents and any damage to property caused by them within car or cycle parks, whether this concerns vehicles or the park's facilities. Customers are obliged to declare any damage or accidents they cause within the car or cycle park to the Operator's on-site representative. If no Fil Bleu representative is present in the car or cycle park, they must inform the Operator of the incident using the call terminals stationed at the entrance and exit of all automated car parks.

The Operator cannot be held liable for accidents resulting from poor weather conditions or other weather-related phenomena. In the event of damage to property and / or personal injury, accidents between users of the park must be dealt with in the same manner as those occurring on the public highway, either by signing a jointly agreed statement or filing a police report.

#### 8 Liabilities

Users are liable for any damage they cause to others, and for any damage caused by persons or objects in their care. (Art. 1382, 1383, 1384, 1385, 1386 of the French Civil Code)

#### 8.1 Park and Ride Facilities

Parking a vehicle in Park and Ride facilities is only permitted at the exclusive risk of the user. The latter therefore waives the right to institute any proceedings against the Operator in the event of theft, damage, fire or other adverse events that affect their vehicle, whatever their cause.

The Operator cannot be held liable for waiting times at the entrance or exit of car parks that are due to conditions outside its control (heavy traffic, broken-down vehicle...).

# 8.2 Automated Cycle Parks

Parking a cycle in a Cycle Park is only permitted at the exclusive risk of the user. The latter therefore waives the right to institute any proceedings against the Operator in the event of theft, damage, fire or other adverse events that affect their vehicle, whatever their cause. We remind cyclists that they must securely attach their cycles to the racks provided for this purpose.

# **8.3 Lost Property**

The Operator assumes no responsibility for property that has been lost, stolen or damaged within the Fil Bleu network, or for any damaged items, whether or not they were left unattended.

# 8.4 Storage of Lost Property

Any lost property found in or on any vehicle belonging to the Fil Bleu network is centralised

by the

Operator, providing the item is not perishable.

Any objects found on vehicles or in spaces belonging to the network will be taken to the operations and maintenance department, located at Rue D. Mayer in Tours, the day after their discovery.

They can be returned to their owners upon presentation of proof of identity at the Fil Bleu Sales Office located at 9 rue Michelet in Tours.

Items stored by the Operator that have not been claimed by their owner, and returned to them, within 10 days are sent to the lost property office of the city of Tours.

Perishable goods are destroyed on the evening of the day that they are found.

# 9 Travelling with Animals and Miscellaneous Objects

#### 9.1 Animals

Animals are not permitted in any vehicles or facilities belonging to the Fil Bleu network, including the Sales Office, except in the following cases:

The following animals are permitted:

- guide dogs accompanying blind or deaf customers, provided that they are kept on lead.
- small pets are permitted to travel free of charge if they are carried in baskets, bags
  or cages that are properly closed and held on their owner's lap. These animals must
  under no circumstance soil interiors, inconvenience or disturb other customers, or
  occupy a full seat. If an animal cannot fit onto its owner's lap, a travel ticket must be
  purchased for it and it must be kept on a lead and muzzled.
- Dogs accompanying people with disabilities, whatever the nature of their disabilities (physical, sensory or mental disability), whose owners attest to the fact that the animal is properly trained, are not obliged to be muzzled on modes of transport, in public areas, in places open to the public, as well as those allowing a professional or educational activity. The dog's owner must hold the "mobility inclusion" card (CMI) marked "Invalidité" (disability) or "Priorité" (priority) mentioned in Article L. 241-3 of the Social Action and Families Code. People responsible for an assistance dog in training during their training period must also hold a card proving that they are the dogs' trainer or fosterer.

Category 1 potentially dangerous dogs (Law no. 99-5 of 6<sup>th</sup> January, 1999) are prohibited.

Owners are prohibited from leaving animals alone inside parked vehicles within Park and Ride facilities.

The Operator cannot in any circumstances be held liable for accidents that may befall

animals, or for any injury caused to them.

Owners are liable for any damage their animal may cause.

# 9.2 Bulky Items, Luggage, Packages

Hand luggage and small items or packages that can be carried by one person alone are permitted on board vehicles without extra charge, and remain under the sole responsibility of their owner. The Operator cannot in any circumstances be held liable for damage caused to packages or luggage in the event of an accident caused by these items. Their owner is liable for any damage that these objects may cause.

All hand luggage or packages must be held securely so that they do not fall and injure passengers travelling on a bus or a tram.

Customers are not permitted to board buses and trams operating within the Fil Bleu network carrying bulky items (luggage heavier than 10 kg or wider than 90 cm).

It is prohibited to introduce hazardous, flammable, toxic and explosive materials and substances onto the Fil Bleu network.

Any person found to be in breach of these terms is liable for any damage to persons or property that their behaviour may cause.

# 10 Miscellaneous Provisions and Prohibited Acts

# 10.1 Miscellaneous Acts Prohibited Throughout the Fil Bleu Network Including in the Fil Bleu Sales Office

Throughout the entire Fil Bleu network, customers are prohibited, under penalty of a fine (Art 04-03), from:

- impeding the Operator's access to technical cabinets or compartments located in buses and trams, in Park and Ride facilities and, in more general terms, disrupting the Operator's activities
- speaking unnecessarily to the Operator's personnel while they are working or carrying out technical maintenance
- entering the tram driver's cab without express permission
- physically or verbally assaulting the Operator's personnel
- sitting or lying down on the floor; putting their feet on seats
- Begging in any form
- Engaging in sporting activities or games of any kind
- Entering buses with bicycles, mopeds, tricycles or bringing supermarket-style shopping

trolleys onto any type of vehicle

- Moving around on roller skates, rollerblades, skateboards, scooters or similar, or holding on to the outside of vehicles, whether they are at a standstill or in motion.
   People travelling with this type of equipment must remove it when boarding a vehicle or as soon as they enter stationary facilities belonging to the Operator
- Eating and drinking within the Fil Bleu network
- Smoking and vaping in any facilities or modes of transport that are open to the public
- Starting fires or introducing flammable materials
- Consuming or selling alcohol or illicit substances
- Using any device or machine emitting noise likely to disturb other passengers: alarms, sirens, loudspeakers, buzzers; playing music or performing a show of any kind. These types of activities may be authorised by the Operator at a time and place determined by the latter
- Handing out leaflets or flyers without the Operator's special permission
- Displaying written or printed messages of any kind (posters or flyers) on fixtures and fittings belonging to the Fil Bleu network.
- Asking for signatures for petitions, spreading propaganda, holding gatherings or rallies, and more generally, disturbing the peace of other passengers, in any shape or form, inside vehicles or within stationary facilities
- Donating, renting or selling any type of goods, or advertising in any form, throughout the entire Fil Bleu network, except in places specifically intended for this purpose and with the Operator's permission
- Taking photographs, recording videos or making audio recordings inside vehicles or within the network's stationary facilities without the Operator's express permission. Professional activities of this type can be authorised by the Operator, at a time and place determined by the latter, in accordance with the work authorisation procedures required for all of the Operator's facilities
- Giving tips to personnel employed by the Operator
- Going up a ramp intended for people with mobility impairments using a wheelchair or vehicle weighing more than 250 kg
- All types of motor vehicles with handlebars are prohibited on board vehicles

# 10.2 Prohibited Acts Relating to Fixtures and Fittings

Customers are prohibited from:

- using alarm systems or any other type of safety system without a valid reason.
- moving or modifying signage or temporary protective elements installed by the Operator
- modifying, moving or damaging vehicles, buildings, machines and materials of any kind that are involved in the network's operation
- damaging or impeding the proper functioning of devices or machines available to customers

- soiling, defacing or damaging vehicles, bus stops, tram stops and all other kinds of facilities, as well as any signs, boards, messages or posters displayed within them
- leaving or throwing away paper items (newspapers, packaging, tickets...), waste or rubbish of any kind that could have an adverse effect on the hygiene and cleanliness, inconvenience other clients or impede proper functioning of systems inside vehicles, at bus or tram stops and within all other facilities
- illegal postering within mobile or stationary facilities

#### 10.3 Prohibited Acts within Park and Ride Facilities

Customers are prohibited from:

- remaining inside a parked vehicle
- starting fires or introducing flammable substances into the car park, except for the habitual contents of their vehicle's fuel tank
- carrying out any kind of repairs or maintenance on their vehicle, including cleaning or washing their vehicle.
- cause damage to facilities or to parked vehicles

#### 10.4 Prohibited Acts within the Sales Office

Customers are prohibited from:

- physically or verbally assaulting the Operator's personnel
- sitting or lying down on the floor or putting their feet on seats and benches
- begging in any form
- engaging in sporting activities or games of any kind
- entering with bicycles, mopeds or supermarket-type shopping trolleys
- moving around on roller skates, rollerblades, skateboards or scooters
- eating, drinking, smoking or vaping inside the Sales Office
- starting fires or introducing flammable materials or substances
- consuming or selling alcohol or illicit substances
- using any device or machine emitting noise likely to disturb other passengers: alarms, sirens, loudspeakers, buzzers; playing music or performing a show of any kind. These types of activities may be authorised by the Operator at a time and place determined by the latter
- handing out leaflets or flyers without the Operator's special permission
- displaying written or printed messages of any kind (flyers or posters...)
- asking for signatures for petitions, spreading propaganda, holding gatherings or rallies, and more generally, disturbing the peace of other passengers, in any shape or form,

inside vehicles or within stationary facilities

- entering the Sales Office in a state of drunkenness
- disturbing the peace of other customers inside the Sales Office

## 11 MISCELLANEOUS PROVISIONS

# 11.1 Business Information – Complaints

In the event that the driver or any other officer employed by the Operator are unable to answer a customer request for business information, customers may contact the Fil Bleu network Sales Office, located at 9, rue Michelet in Tours, France, or contact the operator via the customer helpline by calling +33 (0)2 47 66 70 70.

In the event of any dispute surrounding the services offered by the Operator, customers may submit written complaints to Fil Bleu Customer Service at the following address: Fil Bleu, service clientèle, avenue de Florence, 37705 Saint Pierre-des-Corps cedex, France.

## 11.2 Customer Information

The present Terms of Use (or key extracts thereof) are displayed throughout the entire Fil Bleu network. They are also available at the Fil Bleu Sales Office, at 9 rue Michelet, upon simple request. These terms can be sent by post to any customer who requests them and can be accessed via the Fil Bleu website at <a href="https://www.filbleu.fr">www.filbleu.fr</a>.