



FIL BLEU

Transport On Demand Terms of Use

Updated on 19/07/2023

Applicable to all Résabus services delegated to Keolis Tours by the *Syndicat des Mobilités de Touraine*.

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Scope of Application

These terms define the conditions that customers must adhere to when using the transport on demand service (ToD) offered by the Fil Bleu network (vehicles + stopping points). They set out customers' rights and, above all, their obligations.

Customers must comply with the provisions of the present terms in all circumstances and must comply with any instructions given to them by the Operator's personnel while travelling on the network.

Fil Bleu's ToD service is referred to as Résabus.

1. Definition and Operation of Transport on Demand Services (ToD)

The Résabus transport on demand service is an additional service within the Fil Bleu network designed to serve remote, sparsely populated areas of the city of Tours.

Customers travel by bus or by minibus. The number of seats in the vehicle depends on vehicle type (bus, standard taxi or 8-seater taxi). Taxis can be identified by their "Fil Bleu" roof signs.

1.1. Operating Times

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 1st of May

1.2. Presentation of Services

KEOLIS offers services on an ad hoc, daily or weekly basis.

These services only operate when a booking has been made. Passengers without a booking can use the service by arriving for a scheduled ride, subject to availability of seats inside the vehicle throughout the entire route. Passengers with 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 via the transport on demand service, bookings can be made up to 21 days in advance. Customers can book a single and/or a return trip.

There are different types of ToD:

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

Each ToD line includes stops that are linked to park and ride facilities, and vice versa.

The ToD service is intended to complement regular bus services and must not compete with them.

Special Features of R4 and R5:

On lines R4 and R5, the ToD service complements regular bus services. If a "regular" bus is scheduled

to stop at the pick-up point used by Résabus R4 or R5 in the 15 minutes before or after the time chosen by the customer, and to travel in the same direction, the customer will not be able to book the Résabus service and will be advised to use the “regular” bus line.

- Résabus R1, R2, R3, R7, R8, R9 (minibus) and 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.

- Résabus R12: the service will arrive at all pick-up points according to a predefined timetable. This ToD line includes stops that are linked to park and ride facilities, and vice versa.

Special Features of R12:

Towards Ricotière and Nécropole Esvres: on Wednesdays, Fridays and Sundays, the R12 line operates according to a predefined timetable, by reservation only, with stops only available for passengers boarding the vehicle.

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

Special Features of the Virtual Line (bus):

- Résabus 57: From Monday to Saturday, line 57 operates by reservation only, conveying passengers to the “Merluche” and “Espérance” stops.

1.3. 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.

For all Résabus lines, customers will be prompted, when booking their trip, 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.

On Résabus R4, R5, R6, R10 and R11: Customers are picked up within a time window that can vary by around fifteen (15) minutes depending on their chosen time.

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 must tell the driver at which stop they wish to alight.
- To depart from a stop in the Résabus area: use the 24/7 booking service on the app or on filbleu.fr, or call the Customer Service Centre, to choose one of the available departure times.

2. Booking and Cancellation

2.1. Bookings

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 filbleu.fr website or on the Fil Bleu “Résabus” app.

For each booking, the customer will be required to provide:

- Their first name(s) and surname(s) (the name of the person making the booking must appear)
- The number of accompanying passengers
- The day(s) and time(s) when the service is required
- Departure and arrival stop(s)
- Their mobile phone number

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 customer whose name was used to make the booking (as a single passenger or part of a group) must be present and must board the vehicle.

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

Once the customer has made their choice, they will receive several text messages or notifications, in the hour preceding their chosen time, confirming the definitive pick-up time.

Group Bookings

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

To book transport for a larger number of people, bookings must be made via the Fil Bleu Customer Service Centre.

2.2. Cancellation

2.2.1. By the customer

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.

Cancelling a trip ensures that vehicles do not make wasted journeys and allows other people to make use of the service.

In the event of a last-minute cancellation or no-show (late arrival included), 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
- 9 warnings = €25 penalty or access suspended for 1 year

After the 9th warning, due to the importance of punctuality on ToD services, when a booking is cancelled last-minute or when the customer fails to arrive without notice (including late arrival), a €25 penalty is due. Pending payment, access to services could be suspended for up to 1 year.

2.2.2. By Fil Bleu

In the event of any force majeure incident leading to a service cancellation (vehicle breakdown, poor weather conditions, etc.) by the operator, the latter may cancel booked trips. The operator must notify all customers with a booking at the earliest opportunity.

3. Fares and Access to Services

ToD services are subject to the same fares as the rest of the Fil Bleu network.

All Fil Bleu travel tickets are accepted on the ToD service. All customers must be in possession of a travel ticket, which they must present to the driver when boarding the vehicle.

Single tickets can be purchased from the driver. Passengers should prepare the exact amount of change to purchase a single or 2-trip ticket.

4. Punctuality

To prepare for possible variations in terms of the pick-up time, customers should be ready to board at the appointed location several minutes before the time agreed during the booking process. As late arrivals negatively affect all passengers, the driver will not be able to wait beyond the agreed departure time. Repeated late arrivals will incur warnings issued by the operator, which may lead to access to services being temporarily suspended (see Article 2.2 Cancellations).

Warning: a ToD vehicle will not wait for customers who are not present when it arrives at the appointed stop, so as not to unfairly affect other passengers.

5. Creating a Customer Account

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.

When creating their customer account, the customer must choose a username and password. This username and password are personal, confidential and will not be communicated to third parties. 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. KEOLIS cannot be held liable for any fraudulent use of these login credentials. The customer must provide their personal details (first name and surname, email address and mobile phone number). The customer will be required to confirm their mobile phone number through text message verification. The customer attests that all information provided to KEOLIS via the app is both accurate and truthful.

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

6. Accessibility

Our minibuses are not wheelchair accessible.

7. 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.

Children are under the supervision and direct responsibility of the adult accompanying them.

During the course of the journey:

- 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).
- 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 placed in vehicles with no extra charge subject to vehicle capacity, as described in Article 10. Luggage and Bulky Items

8. Animals

Animals are not permitted on any services within the Fil Bleu network or inside the Sales Office except in the following cases.

The following animals are permitted:

- guide dogs accompanying blind or deaf passengers, 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 (except guide dogs accompanying blind or deaf passengers).

Customers are prohibited from leaving unaccompanied animals in our vehicles.

Fil Bleu cannot be held liable for the consequences of accidents that may befall animals, or for any damage that animals may cause. Furthermore, the animal's owner must hold civil liability insurance covering any damage to persons or property that may be caused by their pet.

When booking their trip, customers must notify Fil Bleu if they intend to travel with animals.

Travel is not permitted for:

- Category 1 potentially dangerous dogs (Law no. 99-5 of 6th January 1999).

9. Conditions of Access - Customer Liabilities

For security reasons, passengers may only enter or leave the vehicle when it has stopped to allow them to do so.

The Customer undertakes to travel to the designated pick-up stop (with all fellow passengers) to meet and board the vehicle.

When boarding the vehicle, the Customer and all fellow passengers must present a valid travel ticket and give their name(s) and surname(s) to the driver.

On board the vehicle, users must comply with safety instructions and behave in a courteous manner towards the driver and all other passengers. Seatbelts must be worn at all times. It is strictly forbidden to operate door handles or other door-opening systems while the vehicle is moving.

The driver is authorised to refuse access to the vehicle to a person whose state or behaviour suggests that they may cause inconvenience to other passengers or create an unpleasant situation inside the vehicle.

In the event that the customer causes an unpleasant situation after they have boarded the vehicle, the driver will promptly ask them to leave the vehicle, and the customer will not be entitled to a refund for the trip in question. The driver has full authority to ensure that customers adhere to the present terms and, if necessary, to request assistance from the relevant police force to restore order inside the vehicle.

Users are civilly liable for any damage they cause to persons or property inside the vehicle.

The Customer undertakes not to use the application for unlawful purposes (e.g. to transport illicit goods).

Inside the vehicle, it is strictly forbidden to:

- smoke;
- soil or damage vehicle fixtures or fittings;
- eat and drink;
- sell or distribute any item, or collect for charity without the prior consent of Fil Bleu;
- board the vehicle with rollerblades, roller skates or skateboards, for safety reasons;
- behave in a manner that may cause a nuisance to other passengers or to the driver;
- inappropriately occupy seats with personal effects or other items, or obstruct movement inside the vehicle;
- speak to the driver, except in an emergency or for safety reasons;
- give tips to personnel employed by the Operator

10. 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.

11. Personal Data Protection

Pursuant to applicable regulations, all customers have the right to access, oppose the use of, rectify and/or delete their personal data. Customers may exercise their rights with Keolis Tours - Data Protection Officer - Avenue de Florence - 37700 Saint Pierre des Corps, France.

The information collected by Keolis Tours, on the basis of the form available on filbleu.fr, is processed electronically in order to manage access requests. This data is intended for use by Keolis Tours, the data controller, and, where applicable, its partners, subcontractors or service providers located in or outside the European Union, and Keolis Group subsidiaries. This data is kept for the time required for the administrative management of requests. For more information, please view our privacy policy, available at filbleu.fr.

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

12. Lost Property

If you believe you have left your property in one of our vehicles, please call +33 (0)2 47 66 70 70.

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

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 (in which case it is destroyed the same evening).

Any customer who may have lost their property in or on one of our vehicles should contact the Customer Service Centre to ask whether the item has been found. In this instance only, the owner will be able to collect the item, from the day after the telephone call (except if the

customer called on a Friday, in which case the item will be available at the office from the following Monday) by showing identification to the team at the Fil Bleu Sales Office 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 the Tours or given to charity.

13. Payment of Fines Following Offences

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. For more information on penalties for irregular behaviour, please view our Terms of Use on the filbleu.fr website, Article 4, Inspections and Fineable Offences.

14. Business Information

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, Tours, France, or contact the operator via the Customer Service Centre 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, service clientèle, , avenue de Florence, 37705 Saint Pierre des Corps cedex, France.

15. Public Information

The present terms, applicable for an indefinite period of time, are available on our website, filbleu.fr, at our Sales Office or upon request by telephone from our Customer Service Centre. They must be made available to any customer who requests access to them.

Each customer will be made aware of the present terms before their first journey on the service and will be considered as having accepted and agreed to the present terms.

We reserve the right to vary, alter or amend these terms to reflect changes to the service (change(s) to lines, operating times and days, etc.).