

# General conditions of sale and use of Fil Bleu transport media and tickets - updated on 20/07/2018

## Keolis Tours - Fil Bleu network operator for Tours Métropole Val de Loire

- address: avenue de Florence 37 700 Saint Pierre des Corps
- Trade & Companies Register number: 311 567 416 RCS Tours
- VAT number: FR 75 311 567 416
- Customer Care telephone number: 02 47 66 70 70

### 1. General conditions

- 1.1. The purpose of these general conditions is to govern the conditions of sale and use of transport media and tickets throughout the Fil Bleu network (bus lines, tramways, taxis, Park & Ride car parks, bicycle parks, VELOCITI and Carriage) servicing the urban area of Tours Métropole Val de Loire and is managed by Keolis Tours, hereinafter referred to as "the Operator". Together with the Public Regulations of Use, these conditions form the transport contract governing the obligations between the customer and the Operator, and is applicable to all Fil Bleu network services as embodied by the transport media or tickets.
- 1.2. These general conditions also define the rights and obligations of the parties regarding the use of the e-shop and online sales on the filbleu.fr website.
- 1.3. Placing an e-shop order implies the customer's unconditional acceptance of these general conditions. To submit their orders, customers must tick the box "I accept the general conditions of sale and use".
- 1.4. These conditions and the Public Regulations for Use can be viewed on the filbleu.fr website. To obtain a copy, or for any queries regarding their application, customers are invited to contact the Blue Wire network:
  - From their personal space on the filbleu.fr website.
  - by email to [service.clients@filbleu.fr](mailto:service.clients@filbleu.fr)
  - by telephone on 02 47 66 70 70 from 7:30 to 19:00
  - by post to Fil Bleu – Service Clients - Avenue de Florence 37700 ST PIERRE DES CORPS
  - At the Fil Bleu sales office - 9 rue Michelet 37000 TOURS

### 2. Fil Bleu Fares

- 2.1. Fil Bleu fares are determined by Tours Métropole Val de Loire on 1st August each year. This date may vary, and the Operator will inform its customers at its sales office and through its website filbleu.fr.
- 2.2. Fares are stated in Euros including VAT and excluding delivery costs in the fare schedules available from all Fil Bleu sales or reload points and on the filbleu.fr website.
- 2.3. A delivery charge of € 1 is applied for the purchase of a card or contactless ticket through the e-shop. Delivery charges are at the customer's expense and are displayed before the order is submitted. These charges are free for any customers who choose to pay their monthly fee by automatic direct debit.
- 2.4. Children under 5 years of age travel free of charge. They are not required to show any tickets.
- 2.5. To travel on the Fil Bleu network, customers aged 5 years and over must carry transport media (cards or contactless tickets), loaded with a ticket valid for the entire duration of the trip and validate them on a Fil Bleu validation device.
- 2.6. Single tickets and travel tickets are valid for one person only. Each trip is valid for 1 hour, with unlimited connecting trips during this time.

- 2.7. The 2-trip ticket is valid for one person only. Each trip is valid for 1 hour, with unlimited connecting trips during this time.
- 2.8. The 1h Family ticket is valid for 3 to 4 people travelling together on Saturdays, Sundays and public holidays. This ticket is valid for 1 hour, with unlimited connecting trips during this time.
- 2.9. The 24-hour ticket is valid for one person only. It is valid for 24 hours after the first validation, with unlimited connecting trips during this period.
- 2.10. The 48-hour ticket is valid for one person only. It is valid for 48 hours after the first validation, with unlimited connecting trips during this period.
- 2.11. The bicycle parking ticket is valid for one year. It does not entitle its beneficiary to access the Fil Bleu network.
- 2.12. 24h, 48h, 72h and 96h Congress PASS tickets are valid for one person only. They are valid 24h, 48h, 72h and 96h respectively after the first validation. Unlimited connecting trips during this period. They are exclusively sold by the Tourist Office to congress-goers.
- 2.13. The Park & Ride pass is valid for 1 to 4 passengers at the entrance to the P+R car park. Each person has a ticket valid for the whole day of purchase. Unlimited connecting trips during this period.
- 2.14. The group ticket can be used in off-peak hours (from 8:30 to 16:30) for a group of 10 to 20 or 21 to 40 people during the school period. During school holidays, it can be used without any time restrictions. Group tickets are valid for 1 hour, with unlimited connecting trips during this time.
- 2.15. Monthly subscriptions entitle users to travel freely throughout the Fil Bleu network from the first to the last day of the month. Preferential packages are available according to customer status or situation: schoolchildren, students, senior citizens over 65, and job seekers. They are subject to conditions. For persons who do not fall into one of these categories or who do not meet these conditions, a "General Public" ticket is available.
- 2.16. This "Disabled" pass entitles holders to travel freely at no charge throughout the Fil Bleu network from the first to the last day of the month.. A processing fee of € 10 is applied each year when the pass is renewed.

This pass is available to holders of the 80%+ disability card, beneficiaries of a pension following an occupational disease or accident whose disability rate is 66%+, and holders of a veteran's card with a disability rate of 70%+.

Customers can request a second travel card subject to the same conditions. To do this, the qualification "Besoin d'accompagnement" (caretaker required) must appear on the applicant's disability card.
- 2.17. The Liberté ticket is loaded on named media. It is sold exclusively on a post-payment basis, by direct debit.
- 2.18. The Liberté Pro ticket is loaded on media issued in the name of the sponsoring company. It is a travel ticket. It is sold exclusively on an invoice basis. It is restricted to associations, companies and schools.
- 2.19. The Fil Bleu Carriage service is available free of charge to any Fil Bleu customer with a contactless card loaded with a valid monthly Fil Bleu subscription. It must be presented to the coachman on entering the carriage. Fil Bleu travel tickets do not allow you to use the Carriage. Carriage tickets are sold by the coachman. They are valid for 1 person and for the circuit on which they were purchased. No connecting trips to the other Fil Bleu network lines allowed.
- 2.20. The VELOCITI long-term bicycle rental service is available to everyone. Available rental periods are 3 or 5 months. Customers are responsible for the bicycle, which they keep at home. Payment must be made in a single instalment when signing the contract and for all months purchased. Customers must return or renew their VELOCITI bicycles no later than the last day of their contract. Otherwise, the customer is liable to pay late payment compensation of up to € 50 plus the remaining rental period due. The deposit is € 200 for a classic VELOCITI and € 300€ for a folding VELOCITI.

This deposit is paid by cheque when signing the contract.

### **3. Media**

- 3.1. Contactless cards are produced or re-issued at the Fil Bleu commercial agency or on the filbleu.fr website e-shop.
- 3.2. The following types of cards are issued to customers:
  - 3.2.1. Named: the customer's photo, surname and first name are printed on the card and his/her personal data is stored electronically.  
This card is strictly personal and will accept travel tickets and reloadable subscriptions using any method of payment.
  - 3.2.2. Named, with anonymised data: the customer's photo, surname and first name are printed on the card and his/her personal data is not stored. The card is strictly personal and will accept travel tickets and reloadable General Public subscriptions, prepaid only.
  - 3.2.3. Anonymous: only the word "Anonymous" is printed on the card and no personal data is entered or stored. "Bearer" cards. Bearer cards only accept prepaid travel tickets.
- 3.3. A €2 card processing fee is charged to customers.  
The price is stated on the fare schedule at the sales office and on the filbleu.fr website.
- 3.4. Card re-issuance fees are charged in the following cases: expired, lost, stolen, or damaged cards, when customers wish to change an item on their card (photo, surname, first name, etc.) or if the card has been confiscated by inspectors when being used by a third party. They amount to €10 and €5 for direct-debit and Liberté customers. These fees are paid by cheque, cash, standard or contactless credit cards at the Fil Bleu sales office located at 9 rue Michelet in Tours when the card is reissued.
  - 3.4.1. Until such time as the customer's card is reissued, he/she must purchase a ticket before boarding a Fil Bleu vehicle. The customer may not demand any compensation or refund on the tickets purchased during this period.
- 3.5. Contactless tickets are not named and are reloadable. They are valid for 2 years. On expiry, the media is no longer usable.
- 3.6. To encourage reuse and reloading, a fee of €0.10 is applied when "Contactless Ticket" media is initially purchased.  
Contactless tickets can be reloaded on board buses, at ticket vending machines in tramway stations, at Fil Bleu reload points (approved retail outlets), at Fil Bleu mobile kiosks and at the Fil Bleu sales office. The prices are displayed at the sales office and on the filbleu.fr website.
- 3.7. Contactless tickets cannot be reused in Fil Bleu automated Park & Ride car parks.

### **4. Media life span**

- 4.1. Card and contactless tickets have a life span of 8 years and 2 years respectively. On expiry, the media is permanently out of use. To continue to travel on the Fil Bleu network, customers must go to the Fil Bleu sales office located at 9 rue Michelet in Tours to have a new card issued.
- 4.2. Any tickets remaining in the expired card are fully transferred to the new one. A media processing fee is charged. Ticket credit cannot be refunded.

### **5. Purchasing tickets**

- 5.1. All tickets are available at the Fil Bleu sales office - 9 rue Michelet in Tours.
- 5.2. Other ticket purchase or reloading points are bus drivers, Fil Bleu reload points (approved retail outlets), travelling Fil Bleu kiosks, Park & Ride car park attendants, ticket vending machines in tramway stations, direct debit and through the filbleu.fr website e-shop.

- 5.3. Discounts are granted to customers with a monthly subscription: the 12th month is free if the customer provides proof of purchase of 11 consecutive months, for GENERAL PUBLIC, STUDENT, SCHOOLCHILDREN, LARGE FAMILY SCHOOLCHILDREN, and +65 passes.
- 5.4. The payment methods accepted at the Fil Bleu sales office are standard or contactless credit cards, cheques, service vouchers, cash and direct debit (see conditions art.6). Some organisations may request payment on invoice.
- 5.5. Bus drivers issue Single, 2-trip, 24h, 1h Family and Events tickets. Only cash payment is accepted.
- 5.6. The payment methods accepted at our Fil Bleu mobile kiosks are standard and contactless credit cards and cheques.
- 5.7. Attendants at the Vaucanson, Jean Monnet and Sagerie Park & Ride facilities only sell Park & Ride tickets when on duty. The accepted means of payment are cash and standard and contactless credit cards.
- 5.8. The Euro is the accepted currency for the payment of Fil Bleu network services. Customers are required to prepare the right amount in coins (art. L112-5 of the Monetary Code) when purchasing from the bus driver or Park & Ride guarded car parks. Banknotes with denominations greater than € 20 will be refused.
- 5.9. Ticket vending machines in tramway stations and bus stops only accept coins with denominations greater than 10 cents, standard or contactless credit cards. Bank notes will be refused.
- 5.10. The authorized means of payment at Fil Bleu approved retail outlets are those accepted at the point of sale.
- 5.11. Online payments to the Fil Bleu e-shop are by credit card only.  
The customer's bank account is debited when the order is placed. Only orders of an amount less than or equal to 1,000 euros, including delivery costs, are accepted. All orders are cancelled in the event of refusal of payment by credit card from banking institutions.

## 6. Automatic direct debit

- 6.1. Registering for automatic direct debit is contractual and free of charge.
- 6.2. Monthly SCHOOLCHILDREN, STUDENTS, + 65, and GENERAL PUBLIC subscriptions can be paid by direct debit. The Libert  post-payment package is paid exclusively by direct debit.
- 6.3. Effective date: direct debit registrations take effect on the 1st of the month after signing the contract, provided that this occurs before the 25th of the previous month. The contract is valid on the date of signing.
- 6.4. Right of withdrawal: for automatic direct debit registrations not completed in our sales office, a letter or e-mail is sent to the customer stating that their right of withdrawal may be exercised, without a penalty and without having to provide any reason whatsoever, within seven full days from the date of signing the contract. When the seven-day period expires on a Saturday, Sunday or a public holiday, the period is extended to the next working day.
- 6.5. Duration, suspension and termination: our direct debit contracts are valid for an indefinite period. Payment of the subscription by direct debit implies the automatic renewal of the subscription every month.
  - 6.5.1. Customers may suspend or terminate payment of their travel ticket by automatic direct debit. Either action is effective on the 1st of the following month if the request was made before the 25th of the previous month
    - From their personal space on the [filbleu.fr](http://filbleu.fr) website.
    - by email to [service.clients@filbleu.fr](mailto:service.clients@filbleu.fr)
    - by telephone on 02 47 66 70 70 from 7:30 to 19:00
    - by post to Fil Bleu – Service Clients - Avenue de Florence 37700 ST PIERRE DES CORPS
    - At the Fil Bleu sales office - 9 rue Michelet 37000 TOURS

- 6.5.2. The Operator reserves the right to suspend automatic direct debit payments for subscriptions benefiting from reduced fares (schoolchildren, students, +65) if the customer does not provide proof qualifying him/her for the reduction.
- 6.5.3. If customer wishes to continue travelling, he or she is then free to reload his or her tickets at the Fil Bleu sales office, authorised Fil Bleu points of sale or tramway station ticket vending machines.
- 6.6. Debit date and notification:
- 6.6.1. For monthly subscriptions: the earliest debit date is the 10th of each month for the current month's subscription.
- 6.6.2. Liberté packages are debited on the 15th of the month following the customer's trip if the amount to be debited is greater than or equal to € 10 or if the customer has not been debited for 3 months.
- 6.6.3. Direct debits are in SEPA format. To pay by direct debit, the customer must complete and sign an authorisation form and provide his/her bank details (IBAN). The Operator then issues him/her a single mandate reference number for each of his/her Fil Bleu contracts.
- 6.6.4. The Operator notifies the customer by email, or by post, at least 5 days before the debit date. Monthly subscriptions are debited as per a schedule sent once a year and/or whenever the Fil Bleu fares are changed. The Operator uses email as a priority means for sending notifications.
- 6.6.5. The customer can object to an authorised debit with his/her bank within 8 weeks from the date of debiting his/her account. For unauthorised debits, this period is extended to 13 months from the date on which the account is debited. If the objection is unwarranted, the Operator reserves the right to charge the customer processing costs equivalent to 10% of the disputed amount.
- 6.6.6. Whenever a subscription is taken out or a mandate signed, it is the customer's responsibility to provide accurate, complete information and to inform the Operator as soon as possible of any changes to said information occurring during the contract, by post to Fil Bleu - Avenue de Florence 37700 ST PIERRE DES CORPS, by email to [fileclair@filbleu.fr](mailto:fileclair@filbleu.fr). Should the customer fail to comply with this obligation, he/she may not claim non-receipt of information and/or notifications sent by the Operator in the event of a dispute.
- 6.7. Commercial statements: customers can download their monthly or one-off statements showing their Liberté trips during the previous month(s) from the Operator's website *filbleu.fr*. Customer can receive either of these commercial statements by mail, simply by making a request
- From their personal space on the [filbleu.fr](http://filbleu.fr) website.
  - by email to [\*\*service.clients@filbleu.fr\*\*](mailto:service.clients@filbleu.fr)
  - by telephone on 02 47 66 70 70 from 7:30 to 19:00
  - by post to Fil Bleu – Service Clients - Avenue de Florence 37700 ST PIERRE DES CORPS
  - At the Fil Bleu sales office - 9 rue Michelet 37000 TOURS
- 6.7.1. The postal delivery costs amount to €1 for each document sent by Fil Bleu to its customers.
- 6.8. Changing bank account holder and account:
- 6.8.1. If the bank holder or account number changes, the bank holder must complete and sign a new mandate for each of his/her contracts. The holder must provide his/her new bank details.
- 6.8.2. In the event of a change of bank account holder, the new bank account holder pays any deferred withdrawals that have not yet been paid by the previous bank account holder.

## 7. Online orders on the e-shop

- 7.1. The customer's personal space: the customer must create a personal space before placing any order on the Fil Bleu e-shop. On the website, customers can view their order history and e-shop or direct debit proofs of purchase, which are kept for 3 years by the Operator.
- 7.2. Completing and submitting orders
  - 7.2.1. Submitting your shopping cart and choice of payment method formalises the sales contract signed with the Operator.
  - 7.2.2. Any order implies acceptance of these general conditions.
  - 7.2.3. The Operator acknowledges receipt of orders by sending the customer a confirmation email.
- 7.3. Suspending and cancelling orders
  - 7.3.1. For any problem relating to the order, the Operator may suspend or cancel the order until the problem is resolved. The Operator then informs the customer by email.
  - 7.3.2. If an order is cancelled, any amount paid via the Fil Bleu e-shop will be refunded to the customer's account within 30 days of cancellation.
- 7.4. Delivery
  - 7.4.1. Contactless card or ticket orders: the customer receives the card or contactless ticket by post. The delivery time is stated in the order recap.
  - 7.4.2. Ordering transport tickets
    - 7.4.2.1. Contactless cards can be reloaded on the e-shop. To reload contactless tickets, see article 3.6.
    - 7.4.2.2. Customers must swipe their contactless cards against a ticket scanner (in busses or trams) or a ticket vending machine in tramway stations to load the ticket purchased via the e-shop.
    - 7.4.2.3. In general, the ticket can be activated within 72 hours of purchase from the e-shop. When ordering from the e-shop, the customer is informed of the date from which the purchased ticket can be activated.
    - 7.4.2.4. The date when the ticket becomes available for loading is the ticket delivery date.
  - 7.4.3. Delivery delays: in the event of a delay of more than 7 working days after the delivery date indicated at the time of the order, except in cases of force majeure, customers may cancel their order by contacting Fil Bleu customer care. In this case, the customer will be refunded within a maximum of 14 days.
- 7.5. Liabilities
  - 7.5.1. The Operator is responsible for the proper performance of the obligations arising from the distance selling contract, unless it proves that the improper performance of the contract is attributable either to the customer, a case of force majeure, or to an unforeseeable and insurmountable fault of a third party to the contract.
  - 7.5.2. The Operator cannot be held liable for damages inherent to the use of the Internet, in particular the presence of computer viruses or cases of force majeure.
- 7.6. Returns and refunds
  - 7.6.1. Checking orders: customers must check that the transport media or tickets received or purchased match their orders. Failing this, the customer must file a complaint with Fil Bleu customer care in accordance with the provisions below.
  - 7.6.2. Returns
    - 7.6.2.1. In the event of a defective or non-compliant contactless card or ticket (wrong photo or wrong cardholder identity), the customer must go to the Fil Bleu sales office within 8 working days of receiving the order. A new card will be issued on presentation of the defective card. Customers riding with non-compliant media may be issued a fine in the event of a ticket inspection.

- 7.6.2.2. If the ticket loaded on the card or the contactless ticket is not the one purchased by the customer, he/she must go to the Fil Bleu sales office as soon as possible.
- 7.7. Right of withdrawal: pursuant to Article L221-2 of the Consumer Code, the contract the customer enters into for an online purchase is not subject to the right of withdrawal applicable to distance sales contracts: transport tickets, contactless tickets and contactless cards are the media used to provide a passenger transportation service.

## 8. Personal data and payment defaults

### 8.1. Personal data

- 8.1.1. In order not to be listed in the customer file and to travel anonymously, the Operator provides anonymous media.
- 8.1.2. The personal data collected by the Operator is processed by computer to manage commercial relations.
- 8.1.3. 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](http://www.filbleu.fr).
- 8.1.4. Pursuant to applicable regulations, customers have the right to access, rectify and/or delete their personal data. They may also object to processing of their personal data for commercial purposes.
- 8.1.5. All these rights are exercised with the Operator:
- by email to [service.clients@filbleu.fr](mailto:service.clients@filbleu.fr)
  - by post to Fil Bleu – Service Clients - Avenue de Florence 37700 ST PIERRE DES CORPS
- 8.1.6. For any queries regarding the processing of personal data, the customer may also contact our Data Protection Officer [dpo@filbleu.fr](mailto:dpo@filbleu.fr) by email.

### 8.2. Payment defaults

- 8.2.1. In the event of non-payment, the customer is informed by the Operator by post. The customer is invited to settle his/her unpaid amounts
- through the [filbleu.fr](http://filbleu.fr) e-shop
  - by cheque posted to Fil Bleu - Service Clients - Avenue de Florence 37700 ST PIERRE DES CORPS
  - At the Fil Bleu sales office - 9 rue Michelet 37000 TOURS
- 8.2.2. In the event of a payment dispute, if the customer fails to settle the sums due despite the reminders, the Operator reserves the right to disable the contactless card and blacklist the relevant persons.
- 8.2.3. In the event of non-payment of tickets paid by direct debit, the Operator reserves the right to suspend the customer's transport ticket until the sums due have been paid.
- 8.2.4. If the customer wishes to continue travelling, he or she is then free to reload his or her tickets at the Fil Bleu sales office, authorised Fil Bleu points of sale or ticket vending machines in tramway stations.

## 9. Complaints

- 9.1. Customers may file complaints about the services can be made to Fil Bleu:
- From their personal space on the [filbleu.fr](http://filbleu.fr) website.
  - by email to [service.clients@filbleu.fr](mailto:service.clients@filbleu.fr)

- by telephone on 02 47 66 70 70 from 7:30 to 19:00
- by post to Fil Bleu – Service Clients - Avenue de Florence 37700 ST PIERRE DES CORPS
- At the Fil Bleu sales office - 9 rue Michelet 37000 TOURS

9.2. Pursuant to article L.612 et seq. of the Consumer Code, the Customer, after having contacted the Fil Bleu Customer Service and failing a satisfactory response within 2 months, may resort to a conventional mediation procedure with the Tourism and Travel Mediator, whose contact details (MTV Médiation Tourisme Voyage -BP 80 303- 75 823 Paris Cedex 17) and procedures for referral are available on its website: [www.mtv.travel](http://www.mtv.travel).

## **10. Application and changes**

- 10.1. The operator reserves the right to change these general terms and conditions of sale at any time. They will apply within 15 days of their publication on the Fil Bleu website. The provisions of this document are governed by French law.
- 10.2. Any dispute shall be submitted to the competent jurisdictions of the competent Court.