# Transaltitude's Operating Rules

#### Purpose and scope

VFD operates the Transaltitude network on behalf of the Isère Department under a public service contract. The operating rules herein apply to all passengers travelling on any route on the Transaltitude network. The rules set out the rights and obligations of passengers, along with the prohibitions linked to travel on the Transaltitude network.

These rules do not substitute but supplement both current regulations concerning the carriage of passengers and the general terms and conditions available at www.transaltitude.fr.

# Article 1: Tickets

Unless otherwise specified in the general terms and conditions available at www.transaltitude.fr (e.g. for children under 3), in order to use Transaltitude coach routes, all passengers must pay for and be in possession of a valid ticket that can be shown to the bus driver, ticket controllers or personnel helping with boarding. Each passenger must keep their ticket in good condition and in a safe place.

The sale and use of Transaltitude tickets is subject to the general terms and conditions and the conditions of use for our online booking engine www.bus-et-clic.com available at www.transaltitude.fr.

It is recommended that passengers who want to buy tickets on board the vehicle have the exact change ( $\leq 20$  notes are no longer accepted).

#### **Article 2: General Data Protection Regulation**

The passenger data collected are processed to manage our customer database. Transaltitude customers have the right to access and amend their personal information. They may exercise this right by sending a letter to the following address: Direction Générale VFD, 14 rue du Lac, 38120 Saint Egrève, France. Only authorised persons have access to data and are subject to strict confidentiality agreements holding them personally responsible.

As data controller for the website www.transaltitude.fr, VFD may need to collect and process the personal data of customers using the services offered on the website. VFD is committed to complying with the regulations on protecting the privacy of customers and visitors to its website. All personal data processing undertaken as part of its service offer complies with the current personal data protection regulations, including the provisions of the General Data Protection Regulation (Regulation EU 2016/679). VFD does not sell or disclose your personal data to third parties under any circumstances and for any purpose other than to ensure its online services operate correctly.

#### Article 3: Boarding vehicles

Passengers must show a valid ticket to the bus driver, ticket controllers or personnel assisting with boarding in order to board Transaltitude vehicles. If a passenger does not produce a valid ticket, they must purchase one from the driver or from a nearby point of sale (Grenoble coach station, ticket agents, etc.).

The ticket must be kept for the duration of the journey on the Transaltitude network, whether there are connections or not. Passengers may be requested to show their ticket at any time by the carrier or authorised controllers. At vehicle boarding or during ticket inspection passengers may also be requested to show photo identity or a proof of discount with their ticket.

Passengers will be refused access to coaches if their ticket is illegible, invalid or fraudulent. Any passenger deemed to be in a state which could affect safety on board, service quality and/or the comfort of other passengers (i.e. they are under the influence of alcohol, lack basic personal hygiene, etc.) may be refused the right to travel by the driver. Passengers must board through the front door of the vehicle in a calm and orderly manner. If there are passengers disembarking and boarding the vehicle at the same time, those disembarking must be allowed to disembark first before boarding commences. Only passengers disembarking may use the central or rear exits. Passengers shall not attempt to disembark or board the vehicle until it has come to a complete halt. These conditions apply to all passenger vehicles approved by the *Conseil Départemental de l'Isère*.

#### Article 4: On-board rules during the journey

For the duration of the journey, passengers must be seated in their seat and should only get up to disembark. In compliance with articles R412-1 et seq. of the French Highway Code, excepting legally authorised exemptions (e.g. the case of small children), seatbelts must be worn by all passengers at all times when the vehicle is moving and is equipped with them.

If a police control occurs, passengers (adults and under-18s) are entirely responsible for their actions and may be fined or booked.

Passengers are accountable for their safety and must avoid behaviour that is careless, inattentive or in violation of onboard rules and that may result in an accident. Parents or those accompanying children are encouraged to pay attention to their child(ren)'s behaviour and assist them in boarding and disembarking from vehicles.

If all the available seats on a vehicle are taken, the coach driver will not allow any further passengers to board. Passengers are accountable for their safety and must avoid behaviour that is careless, inattentive or in violation of onboard rules and that may result in an accident. It is specifically prohibited to:

- get on board wearing ski boots ski boots must be removed and placed in the hold,
- distract or talk unnecessarily to the coach driver during the journey,
- smoke or use lighters or matches,
- drink and eat on board,
- consume intoxicating liquor or drugs,
- lean out of the vehicle,
- touch or play with the door handles, locks or opening devices while the coach is moving,
- touch, play with or obstruct the vehicle's safety devices without good reason,
- beg, distribute or sell anything in the vehicle, or collect signatures or carry out surveys in the vehicle without prior written consent from the Conseil Départemental l'Isère,
- place feet on the seats,
- spit or throw rubbish or anything else inside the vehicle or from the vehicle onto the road,
- hinder circulation within the vehicle as well as the boarding or disembarking of other passengers,
- soil or damage the interior of the vehicle,
- behave in a manner that causes a nuisance (shouting or messing around) or is abusive and disrupts other passengers,
- carry luggage or materials prohibited within this document.

The bus driver and/or ticket controllers and/or personnel assisting with boarding have the right to refuse any further carriage to a passenger refusing to comply with these operating rules, even if the passenger has a valid ticket. Passengers must respect any rule or reminder of rules given by the bus driver.

If a problem occurs, bus drivers and ticket controllers may

provide assistance. If necessary, law enforcers (police, gendarmerie) or emergency services may be called to redress a situation in a vehicle or to assist passengers.

# Article 5: Reserved seating

The four seats situated to the left and right behind the driver are priority seats for:

- disabled ex-servicemen/women, the blind, the deaf and the industrially disabled, subject to the ownership of a disability card,
- disabled persons,
- pregnant women,
- the elderly or persons with reduced mobility, •
- persons accompanied by a child under two.

Other passengers may occupy these seats if they are free but have to relinquish their seat to a priority person if necessary.

# Article 6: Travel for wheelchair users

Wheelchairs are welcome on Transaltitude services. They are subject to special handling and must comply with the terms conditions available general and www.transaltitude.fr.

#### Article 7: Booking the 'on-demand transport service' (Transport A la Demande - T.A.D.):

'On-demand transport services' (T.A.D.) are provided at specific times and for specific destinations. Users of this service must comply with the general terms and conditions available at www.transaltitude.fr.

# Article 8: Carriage of luggage, bikes, mail and animals

terms and conditions available The general www.transaltitude.fr specify the luggage carriage conditions for each type of ticket. The driver, ticket controller or personnel assisting with boarding must ensure that luggage carriage conditions are complied with for each passenger's ticket.

Passengers are responsible at all times for any hand luggage they keep on board. This luggage must not obstruct the aisle or emergency exits. Hand luggage must not exceed 5 kg or exceed standard dimensions (Length: 50 cm + Width: 35 cm x Height: 20 cm). Any object exceeding 5 kg and exceeding the standard dimensions, must be stowed in the luggage hold. Any luggage left unattended near the coaches before boarding or disembarking will not be taken into account by the driver.

Per person, hold luggage must not exceed 20 kg or a total dimension of 150 cm (equal to the total length + the width the height of the piece of luggage). Any luggage exceeding these conditions shall be considered oversized and charged as such according to the General Terms and Conditions available at <u>www.transaltitude.fr</u>.

If passengers have hold luggage, only the driver and boarding personnel may load and unload it into or from the hold. Passengers are not authorised to open or close hold doors, or to load or unload luggage from the hold.

All luggage must be labelled with the name, phone number and address of the passenger concerned. The passenger can also add their email address on the label. Passengers must provide their own labels and are solely responsible for labelling their luggage.

As a rule, luggage must be packed safely and securely so that its content may not spill out during the journey. Passengers shall not hold VFD responsible in the event of damage caused to luggage by deficient or incorrect packing and packaging

Pushchairs are authorised as hold luggage as long as there is enough space and they are folded. The following is prohibited on board Transaltitude coaches:

anv hazardous, unsanitary, corrosive, inflammable, explosive or gas substances. However, passengers suffering from breathing difficulties are authorised to use medical gas cylinders as required for the duration of their iournev,

- any hazardous object: weapons, ammunition, explosives, fuel, etc. Weapon prohibition does not apply to law enforcers when they are on official assignment.
- containers alass (in the passenger compartment),
- standard or collapsible bicycles no exceptions made,
- mail, packages, etc.

The driver or boarding personnel will refuse travel to passengers with luggage that does not meet the aforementioned conditions.

Neither the Conseil Départemental de l'Isère nor VFD shall incur liability in the event of a loss or theft of objects placed on board. VFD is responsible for hold luggage. Exceptions and indemnities which may be accorded are specified in the general terms and available at www.transaltitude.fr. The carriage of dogs held on a leash, muzzled and attached is authorized on board the coach, along with cats and other pets held in cages and placed on knees, as long as they do not cause discomfort to other passengers.

Large dogs are authorized as long as they are muzzled, attached and travel on the floor at your feet. Dogs are not permitted in the aisle or on seats. Category 1 attack dogs are not permitted on board. Unusual pets and exotic animals (snakes, spiders, chameleons, etc.) are strictly prohibited. The owners of carried animals remain liable for any damage caused by their animal to passengers as well as Transaltitude travel network personnel, equipment and facilities. The general terms and conditions available at www.trans Luggage must be tightly closed. No object (such as a helmet, bag, etc.) must be attached to the outside of the luggage. Shopping bags, tote bags, crates, boxes or any other open container are not accepted either in the hold or on board the vehicle.altitude.fr specify the fares that apply to the carriage of animals.

#### Article 9: Lost and found

Transaltitude guarantees that any objects found on board its coaches (hold included) are stored safely and returned on request. Instructions for recovering any objects that have been left on board are available at www.transaltitude.fr. Any object that has been found and left unclaimed for a year will become the property of VFD.

#### Article 10: Application of these rules and noncompliance

Fraud/quality controls are undertaken on the entire Transaltitude travel network by approved controllers wearing a badge. Passengers must produce their ticket whenever they are asked to by ticket controllers on board coaches or at boarding or disembarking. Passengers who cannot produce a valid ticket (they have no ticket, their ticket has not been validated, has expired, is damaged, fraudulent, etc.) will be fined at the going rate. Fines and fares are displayed inside vehicles. The amount fined and the rules for applying fines are in compliance with articles 529-3 to 529-6 of the French Code of Criminal Procedure. If a passenger does not have a valid ticket, they may avoid legal action by paying the fine in euros (by French cheque, direct debit or in cash) either to the controller immediately, or to the VFD department indicated at the time of the fining within two-months of being fined. In the latter case, an administrative handling charge will be added to the fine to be paid.

The different fines applied are specified below:

- No valid ticket: €48 .
- Journey not included in the ticket: €32

- Other type of 3rd category infringement: €32
- 4th category infringement (decree dated 22 March 1942): €165

Passengers not complying with the clauses in these operating rules are in breach. All Transaltitude employees are authorised to ask passengers concerned to comply with these operating rules - any non-compliance will be fined. Any person, be it the driver, a ticket controller or a passenger, who is rude, insults, threatens, is physically violent towards, steals from or is aggressive towards a passenger will be fined and may face legal action.

#### Article 11: Suggestions and claims

As we are committed to continuously improving the quality of our services, VFD takes note of all customer suggestions or claims. VFD undertakes to provide a detailed response to claims as promptly as possible (within 15 days of receiving a claim). Any passenger claiming compensation for a journey on the Transaltitude travel network must produce evidence of their travel, whatever the circumstances, either by providing their validated ticket for the journey concerned, or by whatever other means that proves they actually made the journey in question and paid for the corresponding ticket (Article 1315 of the French Civil code). For damages claims, only damages caused directly by the result of a negligence or error on the part of VFD shall be taken into account. Claims may be sent:

- by mail to the following address: VFD Service Relations Clients, 14 rue du Lac, CS : 20105, 38120 Saint Egrève Cedex, France
- by e-mail to the following address: <u>contact.busetclic@vfd.fr</u>

#### **Article 12: Exceptional circumstances**

As part of its Transaltitude service offer, when there is a foreseeable disruption to services, VFD implements an Alternative Transport Plan. When there are foreseeable and unexpected disruptions to services, VFD also implements a User Information Plan. Timetables have been established according to average weather and traffic conditions. They are therefore not contractually binding. Furthermore, VFD shall not incur liability for delays to its services when:

- there are road traffic disruptions (bad weather conditions, congestion, road accidents, etc.),
- there is a force majeure (sudden passenger illness, etc.),
- services are obliged to wait for connecting services with other transport partners (especially SNCF trains).

VFD shall not be held liable for any delay to or cancellation of services due to a force majeure or unforeseeable circumstances caused by external events such as bad weather, natural catastrophes, social conflicts, civil or military intervention, strikes, fires, flooding, etc. Force majeure includes all unpredictable, uncontrollable and insurmountable external events which prevent VFD from fulfilling all or part of its contractual obligations.

In all cases, VFD shall provide the human, technical and organisational resources required to limit the duration and effects of the problems encountered. Times and connections with other transport modes (planes, trains, coaches, urban transport networks, etc.) are not guaranteed. VFD shall not be required to pay compensation claimed by customers for disruptions, delays or changes which affect connections to other transport modes.

Therefore, Transaltitude customers are strongly advised to plan their journey carefully and allow sufficient time for any connections between different transport modes.

# Article 13: Measures relating to the COVID-19 health crisis

Passengers agree to comply with the health regulations in force on the day they travel, including the obligation to wear a face covering on board public transport vehicles and comply with preventive measures. Passengers must provide their own compulsory personal protective equipment.