

General Terms of Sale

ARTICLE 1 - DEFINITION

The services presented at the stations of the Guineres Marcenais Tourist Train as well as on websites (www.trainguitres.fr, partner sites and links redirecting to the TTGM website and its online sale) are offered by the Association of Friends of the Railway of the Valley of the Isle (AACFVI), operator of the Tourist Train Guieres Marcenais.

ASSOCIATION OF THE AMIS OF THE ISLE VALLEE RAILWAY

(Non-profit association - Act 1901 - J.O. of 21.03.1998)

Commercial, Administrative, Station and Head Office

13 Station Avenue 33230 Guîtres

05.57.69.10.69 / commercial.aacfvi@trainguitres.fr

SIRET: 42353538400014 - EPA: 4931Z

Bank: Crédit Agricole d'Aquitaine

These Terms of Sale are valid as of January 1, 2020. This edition cancels and replaces earlier versions.

ARTICLE 2 - CONDITIONS APPLICATION CHAMP

These General Terms of Sale and Use (hereinafter called CGV) apply to all transactions sold at stations, on websites, by mail... and for any type of services (consumer transport titles, products, group, theme days, associated services, shop...) concluded between a customer who may be a natural or legal person (hereafter designated customer), and the Marcenais Guieres Tourist Train (hereafter designated TTGM). Any transaction with the TTGM implies full acceptance of these conditions. The TTGM reserves the right to amend GVCs at any time without notice. The applicable GVCs are those in effect at the time of the transaction.

ARTICLE 3 - RATES - PROGRAM

Rates are set annually and are unique regardless of mode of transport (steam, diesel or rail) for rail travel. Unless otherwise stated, prices are shown in euros all taxes included, excluding application and shipping fees if necessary (sale of goods, shop products...).

For theme days and related services, these are likely to be modified depending on the technical and tariff changes of our partners during the year.

ARTICLE 4 - PURCHASE / RESERVATION / ORDER

All passengers accessing a TTGM train must hold a ticket or equivalent.

For groups, the ticket in PDF format attached to the booking confirmation serves as a ticket.

For online sales and certain themed days, the ticket in PDF format attached to the booking confirmation acts as a ticket.

The TTGM ticket provides access to the affected TTGM right-of-way and trains and is valid for acceptance of the GVCs and the Police Regulations posted and available at all stations.

The ticket must be presented at any time and to any TTGM agent who requests it, in stations and trains.

A ticket purchased at one of the TTGM stations or through online sales ([website www.trainguitres.fr](http://www.trainguitres.fr)) is valid only on the day mentioned on the ticket. Unless otherwise stated, the schedule is the customer's choice who will refer to the timeboards and fares listed on the TTGM website, in the documentation published by the TTGM and in its stations.

Tickets are redeemable for the current season and refundable until the day of departure, unless otherwise stated.

It is recommended to arrive at the desired departure station 30 minutes before the train departs.

For tickets emanating from the online sale, it must be presented at the ticket counter before the train departs.

Buying online

The purchase of a ticket online must be made no later than 48 hours before the date of the trip.

It is imperative that the customer present the ticket to the ticket office with all the perfectly readable numbers. Notes that are partially printed, soiled, damaged or illegible will be considered invalid. It is the customer's responsibility to ensure that the contact information provided during the online purchase is correct and that it will allow the confirmation to be received as a ticket, or to benefit from the products and services ordered. In the event that the customer does not receive this confirmation by mail return within 24 hours, it is the customer's responsibility to contact the sales department.

Reservation

Booking is mandatory for certain explicitly mentioned theme days as well as for groups.

Registrations are within the limit of available places.

Some themed days (including related service) require full payment to the booking.

The total amount of benefits sold is calculated according to the actual number of people in the group, unless otherwise available (Theme Days for example).

The balance must be paid before the train departs or, in the event of a commercial agreement, with net receipt of invoices and no discount. The final number of persons transported must be stopped no later than 48 hours before the date of delivery of the service, otherwise the booking cannot be guaranteed.

If the number of people in the group is lower than expected, the billing takes into account the actual figure. In the event that the counting exceeds the forecast, the TTGM reserves the right to refuse access to trains if transport cannot be carried out in good conditions (more seats available...).

The TTGM cannot be held responsible for a change in the number of participants resulting in the inability to honour previously agreed benefits.

ARTICLE 5 - REGULATION

The payment of the services is done on order. In the event of a commercial agreement, invoices addressed to the customer are payable at net receipt and without discount.

To use the online sale of the TTGM website, the customer must be at least 18 years old and legally capable of contracting. Regarding the sale at stations, minors must be accompanied at a minimum by a responsible adult. Exception is made for the sale of souvenirs and consumer tickets (excluding group pricing) to minors over 12 years of age, subject to the agreement of a responsible adult. The TTGM reserves the right to deny minors access to stations and trains in the absence of a responsible person.

The accepted regulations are national and international bank cards (CB, Visa, Eurocard Mastercard), bank and postal cheques (at the behest of the Association of Friends of the Railway of the Valley of the Isle (AACFVI), cash, administrative mandates and holiday vouchers (ANCV - No render money). For online sale, only the bank cards mentioned are valid, the other cards are not accepted.

ARTICLE 6 - CANCELLATION

The TTGM reserves the right to modify its programmes or even cancel them for technical, meteorological or external events beyond its control.

If his fact is cancelled, he will offer an exchange of dates for the trip or a refund, at the customer's choice. Only reimbursement of the sums paid can be claimed, excluding any other compensation or compensation. **ARTICLE 7 - RESPONSABILITE**

Entry into the t-right-of-way of the TTGM and/or access to trains is full acceptance of the Police Regulations and GVCs. All customers (mainstream and groups) are asked to be present at the station about 30 minutes before the trains depart. Everyone's attention is drawn to the respect of schedules. Group and family leaders are reminded that they must monitor those in their care, especially minors.

The registration of a group does not prevent the eventual splitting of the group, given the varying sizes of the groups and the diversity of capacity of the materials present on the TTGM.

Any trip interrupted or abbreviated at the customer's initiative will not give rise to a refund even partial.

The TTGM undertakes to inform customers, within a reasonable time, by any appropriate means and where possible, of the occurrence of an event that may call into question the performance of the planned service. The TTGM cannot be held responsible for any additional costs that may be borne by the customer and caused directly or indirectly by delays, damage, bad weather... (non-exhaustive list).

The TTGM cannot be held responsible for dirt caused directly or indirectly by fumes or discharges from locomotives. Similarly, in accordance with the Police Regulations, the responsibility of the TTGM is fully cleared in the event of damage or theft of personal belongings in the right-of-way of the network.

The TTGM cannot guarantee the risk of any difficulties inherent in the use of the internet (network disruptions, highly variable speeds that can cause failures or incidents in the transmission of offers and access to Sites and Services).

The TTGM cannot control all the websites on which it is present or the hyperlinks of other sites (partners or not), it is in no way responsible for their content.

ARTICLE 8 - CONDITION OF TRANSPORT

TTGM strives to offer the best conditions for its services to all its customers. Due to the technical vagaries still possible on old equipment, the initial traction mode cannot be formally guaranteed.

For the general public clientele, including online sales, there is no reservation of specific seats. The purchase of a ticket gives access to the t-right-of-way of the TTGM and the train corresponding to the route mentioned on the ticket, instructs the customer to show up 30 minutes before departure in order to be able to choose his seat, free choice except reserved cars (Groups). There is no guarantee that you will be able to get a seat, as each car has the opportunity to accommodate standing travellers.

For the groups and theme days mentioned, booking is mandatory, the TTGM provides them with a seat per person planned and charged. In the event that the number of people in the group does not reach the maximum capacity of the car, the TTGM reserves the right to allow access to other customers who have paid their ticket for the trip or the service concerned.

In the event of last-minute cancellations or technical damage due to the TTGM, the TTGM will make every effort, as far as possible, to propose alternatives acceptable to the customer (delay, change of traction mode) if the latter does not wish to exchange or refund his ticket.

ARTICLE 9 - RECLAMATION - SERVICE AFTER SALE

Any complaint must be forwarded to the President of the TTGM by letter recommended with acknowledgement to the Commercial and Administrative Service of the TTGM or its head office within 48 hours of the day of the trip or the fact in question.

Any request for information, clarifications, complaints, corrections and rights of access to data collected by the TTGM during the deeds of sale must be addressed to the Commercial and Administrative Service.

In the case of the sale of goods, the customer must immediately check the status and compliance with the contract. If the object is too damaged, the customer must refuse it. The packaging must be kept in good condition. Complaints must be made under the conditions described above, within 48 hours. Any return of goods requires the written agreement of the two parties.

As part of the theme days, the TTGM reserves the right to cancel a benefit when the number of people registered is less than the minimum provided for this benefit.

In case of cancellation by the customer (individual), the tickets purchased at the station are exchangeable for the current season and refundable until the day of departure, unless otherwise stated (Theme Days...).

For tickets purchased online, customers who cannot show up at a TTGM outlet are required to notify the Commercial Service (commercial.aacfvi@trainguitres.fr). This email must be sent to us no later than 48 hours before the day of the trip, in order to be able to claim a refund of the tickets.

For groups, the deposit collected is transferable for another travel date during the current season, however, no refund is possible: they are kept for the benefit of the TTGM.

For theme days with ancillary services, benefits are redeemable for the current season subject to availability and refundable up to 48 hours before the scheduled date of the service.

ARTICLE 10 - INSURANCE

The TTGM Association is liable for civil responsibility with the company AXA.

ARTICLE 11 - SECURITY

Any penetration into the right-of-way and/or trains of the TTGM is full acceptance of the TTGM Police Regulations. Travellers agree to respect it without restriction. Excerpts are posted at stations and on board trains, the document is available on request at TTGM stations, on the website or by mail.

The TTGM reminds us that smoking and vaping are prohibited in train stations and trains. Access to the platforms at the end of cars is prohibited. It is strictly forbidden to walk on or along the tREB tracks (in train station or online) without the latter's agreement. All travellers must obey the safety

instructions of TTGM officers immediately and passively. Any violator is subject to penalties that do not entitle him to compensation, compensation or reimbursement, even when those sanctions, after warning, have led to deportation without compensation and thus prevented the realization of all or part of the benefits.

ARTICLE 12 - JURISDICTIONAL

Any dispute over the formation, execution and termination of contractual obligations between the parties that cannot be settled out of court will be subject to the jurisdiction of the Bordeaux courts, even in the event of a plurality of defendants. The TTGM reserves the right to refer the matter to the territorially competent court under which the client is responsible.