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## Autostradale

### Terms and Conditions of Service

#### Generality:

#### The passenger must:

-observe all prescriptions that concern related to the operation and use of the bus, to comply with the stated conditions, the warnings of the staff on duty, as well as with laws, decrees and regulations in force in the field of transport public; he must also comply with any requirements involving impediments, restrictions or special conditions in the execution of the transport;

-take the necessary precautions to ensure, as far as he depend on a safe and own safety, of humans and animals that are in their custody, as well as the safety of their belongings. Anyone who contravenes the requirements laid down in points liable to the penalties of the law and liable for damages that such facts cause to people, animals and things.

#### Getting on and off buses

The ascent and descent by bus may only be at the authorized stops along the routes of the lines. If the stop is required, the traveler must report to the time going to get on or off the bus. If you have already reached the maximum total number of travelers expected by the registration certificate of the vehicle are not allowed more passengers on board vehicles. In case of overcrowding at the start of the slope have right of travelers with mobility problems and those who have to travel the long way.

#### Times and connections

Times on public display may be changed also during their period of validity. Any changes will be communicated with appropriate public announcements posted at bus stops. The Company accepts no responsibility for the consequences resulting from delays, missed connections and, in general, for any event beyond its will.

## Infringements and sanctions

The Passengers without valid travel document or identification card is subject to payment of the fine fixed by the Lombardy Region (amount equal to 100 times the minimum fee) in addition to the ticket price and the increase provided by L.R. 44/8, equal to the minimum standard fare.

## Travel documents

Before you log on board, the traveler must be in possession of a valid travel document recognized by MOTORWAY Ltd., STIE Ltd., STAR spa, on land purchased from authorized retailers or personal document attesting to admission to free movement on the buses according to regulations. The ticket is personal and non-transferable; has prohibited the sale of tickets and other transport documents names, those names not after the start of the trip, as well as the part of the return relative to the return ticket. The ticket must be validated when getting on board. In the case is out of order, the traveler is required to immediately inform the driver who will provide for validation by pliers.

## Booking change

Tourist services: If you change the date of travel you will have to pay a fixed fee of € 5.00 if the change is made within 48 hours before departure. If the change is required within 48 hours of departure, the ticket is canceled with retainer entire importoll traveler may request cancellation.

## Cancellation and Refund for online purchases

### Tourist services:

The traveler can request a refund, less 30% of the total price, just following the cancellation of the ticket which must be made within 48 hours before the departure date. After 48 hours the deduction is 100%. Non-refundable tickets are partially used (eg a ticket a / r, of which you have already used the outward journey or of which the first leg is not canceled before the deadline). Online purchases will be refunded following the cancellation to be made on line or at retailers, with the timing described above and after the anticipated date of departure, directly to the credit card used at time of purchase, while the titles of travel purchased at retailers, will have to be canceled by a resale and then shipped in the original: MOTORWAY Srl – Via Gramsci n. 2-20016 Pero (MI).

Airport Services: tickets related to the airport network routes "Airport Express Bus" purchased through the sales channels Highway or through other sales channels are non-refundable. The tickets have no expiration.

## Transport of children

Every traveler provided with travel document has the right to ride for free one child under the age of two years who must be kept in her lap. When a traveler is carrying more children under the age of two years, in addition to the travel document for the carer, you must necessarily buy a ticket every two children. From 2 to 12 years applies the reduced rate. Transportation of pets Every traveler, equipped with a travel document, can carry a small pet size at which a device to make it harmless act was applied. The transport of animals except guide dogs, may be refused in case of bus overcrowding. Guide dogs are allowed free of charge unless the blind to be assisted by carer with free trip; for all other pets must be purchased its ticket to the tariff in force. Transporting objects Each traveler can only carry a bag for free as long as the size is larger than cm. 50x30x25. For each additional luggage and for those that exceed these dimensions will have to be bought its ticket at the tariff in force. MOTORWAY Ltd., STIE Ltd. and STAR S.p.A. They reserve the right to accept the luggage transport in relation to their size. They are excluded from the luggage containing dangerous or harmful goods and inflammable material; MOTORWAY Ltd., STIE Ltd. and STAR S.p.A. They reserve the right to claim against the traveler for any damages caused by the nature of his luggage. Any object placed in the overhead inside the bus, must be compulsorily placed in the external luggage compartments.

## Barcelona Aerobus

### TERMS AND CONDITIONS FOR ONLINE SALES

#### 1.- BACKGROUND INFORMATION

The present terms and conditions for online sales (hereafter \"terms and conditions\") together with, if applicable, special conditions that may apply, regulate the relationship between the company SERVEIS GENERALS DE MOBILITAT I TRANSPORT, S.L., (hereafter \"SGMT\") and third parties (hereafter \"Customers\") to acquire the transport tickets offered on the webpage ONLINE SALES [www.aerobusbcn.com](http://www.aerobusbcn.com).

The official information of the responsible for the ONLINE SALES website are:

SERVEIS GENERALS DE MOBILITAT I TRANSPORT, S.L.

VAT reg. no.: B-65122517

Plaça Joan Miro, 3

08912 Badalona (Barcelona), Spain

Corporate website: <http://www.aerobusbcn.com>

Registered in the Mercantile Register of Barcelona at volume 41303, sheet 18, page B 380375.

The present terms and conditions have been written in accordance with the following legislations:

Law 34/2002, of July 11th, on information society services and e-commerce,

Law 7/1998, of April 17th, on general terms and conditions,

Royal Decree 1906/1999, of December 17th, governing telephone sales and electronic sales, within clause 5.3 of Law 7/1998,

Royal Decree Legislation 1/2007, of November 16th, containing consumer rights and user privileges and other complementary laws,

Law 7/1996, of January 15th, governing retail sales,

Royal Decree Law 14/1999, of September 17th, that regulates electronic signatures and other relevant regulations.

Buying tickets online includes the implicit and complete acceptance of the present terms and conditions of SGMT without any reservations, applicable from the moment the Customer accesses the ONLINE SALES page as well as the general conditions of carriage of the service.

Tickets can be orderend in Catalan, Spanish or English.

By clicking the button \"checkout\" the Customer agrees with the content of the general terms and conditions.

## 2.- NATURE OF THE ONLINE SALES PAGE

The ONLINE SALES page is directed to end consumers within the meaning established in the aforementioned Royal Decree 1/2007, of November 16th, and for use by the Customer or persons on behalf of which the Customer is legally authorised to act.

The Customer declares to be an adult (or emancipated minor) and to have the legal capacity to contract and to be bound by these general conditions of purchase contract with SGMT. However, the Customer accepts, expressly and without exception, that the access and use of the ONLINE SALES page is at the own responsibility.

SGMT reserves the right to modify at any time and without prior notice, the presentation and configuration of the ONLINE SALES page and suspend the access temporarily or permanently.

## 3.- FUNCTIONING OF ONLINE SALES

### 3.1.- STEPS HOW TO BUY TICKETS ONLINE

SGMT informs that the procedures for making any purchase of tickets are those described in these general terms and conditions of online sales, as well as those that are indicated during the acquisition process.

### 3.2.- TICKETS AND FARES

The object of the ONLINE SALES page of SGMT is selling the tickets for the AEROBÚS service of Barcelona on the Internet.

The online purchase generates a document (voucher) that must be exchanged for the corresponding transport document within 1 year from the date of acquisition. After this period, the voucher will expire so that the buyer is not entitled to receive any compensation.

To be able to travel with AEROBÚS, the Client has to exchange the voucher for the corresponding ticket when boarding the bus.

The tickets will be valid from the moment that they have been exchanged and therefore entitle to travel on board of AEROBÚS.

SGMT informs that all prices published on the ONLINE SALES page are in Euros and include all taxes as well as the mandatory insurance for passengers (SOV).

SGMT reserves the right to modify at any time, without prior notice, the ticket prices and to suspend or cancel the sales temporarily or permanently.

### 3.3.- PURCHASING TICKETS

SGMT guarantees the existence of all the tickets that are offered on the web site.

Following the buying process, the Customer will have to identify by completing the personal data necessary for the development of the purchase. Afterwards, the Customer chooses the desired tickets and quantities. The process ends with completing the credit card or debit card details.

### 3.4.- DELIVERY OF TICKETS

Once completed the checkout process, the Customer receives an email with a document (voucher), which will correspond the purchased tickets and dispose over a QR code. The Customer must print the voucher for validation on board of the bus.

The voucher needs to be exchanged for the corresponding ticket, valid for travelling, when accessing the AEROBÚS service.

### 3.5.- SHIPPING COSTS

No shipping costs are charged.

### 3.6.- PLACE OF CONCLUSION

The sales contract is understood to be fulfilled at the address of SGMT.

## 4.- RETURNS

As determined by Article 4 of Royal Decree 1906/1999 of 17 December, regulating electronic contracting, Customer have a period of up to 7 working days from receipt of order, provided withdraw from the contract, without penalty charge.

The withdrawal must be notified to SGMT within the 7 days via e-mail, to the official address: info@sgmt.cat.

In any case, SGMT, after verification of the non-use of the ticket, refund the paid amount by the Customer, by crediting the credit card or debit of the payer, within 5 business days from said verification.

## 5.- BILLING AND PAYMENT

For those customers requiring bill have made the purchase, it is noted that, in accordance with Royal Decree 1496/2003 of 28 November, by which the regulation governing billing obligations, the deadline is passed invoicing to be the 16th of the month following that in which it was done the relevant purchase.

Payment may be made by credit card or debit VISA and MASTERCARD.

Provided to payment, the Customer will have to follow each and every one of the instructions on the screen, providing the following card information: a) number; b) Expiry Date; and c) CVV. SGMT will pay the Customer the total security of your transactions, to have the most current technological standards at the time of commissioning ONLINE SALES page, in what respects protocols and security services.

For added security reported that bank data will be not recorded in any software application SGMT and only be used to make the payment by the bank.

The purchase information will be kept for a period of 7 years. The Customer will be informed of the details of your purchases whenever requested to do so and that period of seven years has elapsed.

## 6.- FORCES MAJEURES

Force majeure events include, without limitation:

Any unforeseen or unavoidable event,

errors in access to the various web pages of SGMT,

the lack of electricity or phone connection,

damage caused by third parties or portal server attacks (virus) affecting the quality of services and are not attributable or SGMT or the user,

errors in transmission, distribution, storage or delivery of the products to third parties and the content of the portal,

problems or errors in the reception or access these third parties,

fire,  
floods or earthquakes,  
strikes or labor disputes or other social disorders that prevent the supply of products and, therefore, compliance with the obligations accepted by SGMT,  
shortage or unavailability of fuel or electricity,  
accidents,  
conflicts,  
trade embargoes or otherwise,  
blockades,  
riots, or  
any government regulation.

Administrative or management errors will not be considered as force majeure.

## 7.- DATA PROTECTION

SGMT maintains a policy of confidentiality of personal data provided on line for their customers and is committed to its protection. This protection extends to everything that refers to the collection and use of information provided over the Internet.

In this regard, SGMT guarantees, in the terms established in Organic Law 15/1999 of 13 December on Personal Data Protection (LOPD), which will treat the personal information of its customers and the server that will store and process shall enjoy the necessary security measures in order to avoid unauthorized access to third parties.

To this end, SGMT ensures that it has taken appropriate technical measures and security in its facilities, systems and files organizational, pursuant to the provisions of Royal Decree 1720/2007, by which security measures are adopted applicable to files containing personal data and other development regulations. However, SGMT may provide the competent public authorities of personal data and any other information contained in its files when so required, in accordance with legal and regulatory provisions applicable to each case.

In compliance with the Data Protection Act, it is reported that the collection of their personal data occurs for the following purposes: (i) be able to render the services to which you have access through the Portal (purchase securities , events, promotions, events, competitions), (ii) commercial or advertising by any means (electronic or not), and (iii) surveys, statistics and analysis of market trends.

In any case, your data will be incorporated into the files of SGMT called for by the service to which, and in order to be treated for the purpose described in paragraph (i) is accessed.



If you have given us your consent, by dialing, your data is also included in the file \"Usuarios web\" and can be also used so that we can contact, including via the Internet for the purposes of (ii) and (iii). Is entitled to exercise rights of access, rectification, cancellation and opposition by contacting SGMT by e-mail at [info@sgmt.cat](mailto:info@sgmt.cat), or by writing to SERVEIS GENERALS DE MOBILITAT I TRANSPORT, S.L., Av. Joan Carles I, 50 08908 Hospitalet de Llobregat, Spain, with the subject \"Exercise of LOPD rights\".

#### 8.- RECEIPT OF THE TICKETS

SGMT send the Client, after making the purchase, justification of the contract by, with all its terms, electronically, via e-mail. And all this as soon as possible and always within 24 hours of completion of the purchase.

In that communication, the document evidencing the securities purchased will be included.

#### 9.- LOSS OR THEFT

The loss or theft of the ticket is the sole responsibility of the Customer, SGMT being exonerated of any such claim.

#### 10.- GOVERNING LAW AND JURISDICTION

The present general conditions of purchase shall be construed and governed in accordance with Spanish law.

For any disputes arising from the existence, access, use or content of the general conditions of purchase, both the Customer and SGMT, expressly waiving any other jurisdiction that may correspond to the exclusive jurisdiction of the courts shall be subject and courts of Barcelona.

The acceptance of these general conditions of purchase by the customer is essential and compulsory precondition. The Customer declares under its responsibility, having read these general conditions of purchase and accept.

## BMC Aerobus

Terms and conditions Policies and procedures are subject to change at short notice. Although the information contained in this website is correct and up to date as possible, the Company BMC TOUR SRL cannot be held responsible for any loss or damage, direct or indirect, resulting from this information. Definitions

The words that follow will have this meaning:

"vehicle" is a vehicle, bus or other means of transport provided by the BMC TOUR SRL and by which passengers will travel;

"trip" is the ride allowed according to the directions resulting from the passenger tickets;

"service" means the activity carried out by the Company;

"baggage" means any object that the passenger carries in relation to his/her trip.

### Service admission

Travelers must be in possession of a valid travel document/ticket in order to use the service of transportation and must keep it for the entire duration of the trip. The trip is concluded after getting off the vehicle. For round trip tickets, the trip is considered terminated after leaving the vehicle on the round trip.

### Provided Services

#### Transportation

BMC TOUR SRL only carries on his vehicles passengers in possession of a valid ticket. The ticket is a contract between the passenger and the carrier. The ticket remains property of BMC TOUR SRL and must be exhibited upon company request, or returned to the BMC TOUR SRL if necessary. Tickets purchased online are nominatives: they can be used, therefore, only by the purchaser and cannot be transferred to third parties.

#### Children transportation

BMC TOUR SRL does not provide service for unaccompanied minors (under age 14). Escort service or other special services are not available. Children under 14 years must be accompanied by a passenger at least 16 years old who must reserve both tickets together.

Children under the age of 3 at the departure date may sit on adult's lap or, upon full ticket payment, in their own seat. Children over the age of 3 must have their own seat and pay full ticket fare. Child safety seats are not allowed on board the bus.

#### Animals transportation

BMC TOUR SRL is not obligated to carry animals on its vehicles, except for guide dogs for blind or deaf passengers.

## Tickets

### Ticket validity

The ticket allows the passenger to use BMC TOUR SRL service and make the trip stated on it. Altered or damaged tickets are not valid for the trip stated on them and will be not accepted. Should the ticket be damaged before travel, the passenger may request its replacement at least one week prior to departure upon presentation of proof of purchase, personal identification and reasonable explanation for damages.

### E-ticket

In case of passenger delay leading to loss of service indicated on the ticket purchased online, the same will not be valid for the next run.

### Seat reservation

Passengers who wish to reserve a seat on a specific trip, must reserve it prior to the requested departure date. Seat reservations are subject to availability on single trips. Any seat can be reserved on BMC TOUR SRL buses. Passenger may cancel or change the booking by giving adequate advance notice to BMC TOUR SRL prior to the departure stated on the ticket.

### Passenger responsibility

Passenger must always check the ticket to make sure it is correct. Any errors found should be brought immediately to the attention of the offices or agents of the BMC TOUR SRL. In the case of a ticket sent by mail, any errors must be communicated within two days of ticket receipt and, in any case, always prior to the departure date. For an e-ticket, the passenger must check ticket correctness on the computer screen upon purchase at our web-site. Once confirmed, the e-ticket cannot be changed. Only errors not reasonably apparent, communicated as soon as noticed, shall be corrected.

### Invalid Ticket

Passenger must travel with a valid ticket. If, during inspection, a passenger is found in possession of an invalid ticket, he/she will be asked to leave the bus or, alternatively, to purchase a valid ticket from the driver.

### Fraudulent E-ticket

BMC TOUR SRL reserves the right to confiscate an e-ticket owned by a passenger if there are reasonable grounds for considering it fraudulent. Furthermore, a passenger found in possession of a fraudulent ticket will be prevented from using BMC TOUR SRL services and may be prosecuted by law.

### Lost ticket

BMC TOUR SRL is not liable for replacing lost or stolen tickets. In the event of loss or theft, passengers who still wish to use company services must purchase a new ticket.

### Tickets refund

All purchases are final once the transaction is completed. For this reason tickets are non-refundable. Please before purchasing tickets review all your details. The selling company does not issue exchanges or refunds for any reason including lost, stolen, damaged or destroyed tickets.

### Vehicle access

#### Stops

Passenger may only be boarded and left at the authorized stops along the routes of the lines, indicated by specific signs.

### Passenger delay

Passengers must be at the stop at least 15 minutes prior to the scheduled departure time on the date of the departure. BMC TOUR SRL is not responsible for trips missed due to late passenger arrival and is not obliged to hold up any service to wait for late passengers.

### Recommendations

Tickets to the airport: please choose a transfer so as to arrive at the airport at least 2 hours prior to your scheduled departure to allow time for check-in and all formalities related to the flight. BMC TOUR SRL is not liable for circumstances beyond its reasonable control such as heavy traffic or traffic accidents. If you do not comply with the deadlines indicated and choose a transfer that does not allow enough time for boarding, you will not be entitled to any compensation.

### Baggage

#### Baggage allowance

BMC TOUR SRL does not apply extra charges for luggage or sets a limit to the number of bags as long as there is enough room in the luggage compartment. Small hand luggage is permitted on board as long as it fits in the overhead compartment and is not a security hazard, which is at the complete discretion of the driver. Compatible with the available space on board, company personnel may permit skiing equipment, roller skates, bicycles and other \"special\" items, stored in specific cases, to be carried according to current fares. Passengers may contact BMC TOUR SRL to determine whether or not a certain item is permitted on board.

Fragile items such as electronics, portable televisions and radios are only permitted if reasonably sized. Small musical instruments such as guitars, cellos, violins or violas may only be permitted on

board if a seat is reserved and the required fare paid. Wheelchairs and other mobility means are carried free of charge. Bus drivers offer passenger assistance for luggage but they are not required to carry bags.

For health and safety reasons, BMC TOUR SRL does not accept on board items weighing over 32 kilograms or sized over 81 cm. high, 119 cm. long and 119 cm. wide. Weight limit does not apply to the equipment allowing the mobility of disabled people.

BMC TOUR SRL is not liable for items not suitably packaged, perishable or fragile, or for slight damages to external baggage surfaces (for example, scratches, stains, dirt, dents), due to normal wear.

#### Prohibited baggage

BMC TOUR SRL is not obliged to carry: firearms, knives or any sharp object, weapons, explosives, chemical substances, drugs or solvents (except medications), toxic or contagious substances such as rat poison, infected blood, radioactive material, corrosive substances such as mercury and vehicle batteries and any other item the company deems hazardous, that can cause injury or is unsuited for the type of carriage provided due to weight, shape, fragility or perishability. The items listed above as prohibited baggage shall be immediately removed if found on board.

#### Baggage packaging and identification

All passenger baggage must be appropriately packaged and labeled with the owner-passenger's address and phone number. BMC TOUR SRL reserves the right to refuse baggage on board which, following controls, fail to meet these requirements. All the baggage, except for carry-on baggage, will be stored in the appropriate compartments of the bus.

#### Carry-on baggage

Hand luggage will be stored in the compartment next to the passenger and will remain, in this way, at passenger's disposal. For this reason, the passenger is liable for the loss of carry-on baggage. We recommend valuables such as cash, jewelry, ID, electronics and life-saving medications be stored in carry-on baggage.

#### Lost luggage liabilities

In the event baggage is lost on a vehicle or at a bus station, it shall be taken into BMC TOUR SRL custody. The passenger will be charged a fee for this service which also includes, where possible, the shipment of lost baggage. Baggage not labeled with the passenger's phone number and address shall be disposed of within one month of finding it. Baggage content shall be examined and, where considered hazardous or perishable, disposed within 48 hours of its finding. Baggage found by other passengers and promptly delivered to vehicle personnel shall also be stored. Baggage loss must be immediately communicated to our personnel and confirmed, with details on all lost items, within 72 hours of the terminated trip by letter sent to the Company BMC TOUR SRL, by e-mail addressed to [info@bmcbus.itor](mailto:info@bmcbus.itor) or any other address advertised for this purpose. BMC TOUR SRL is not liable for any loss not communicated. BMC TOUR liability for lost or damaged baggage is restricted to cases of deliberate or negligent company actions and, in any case, limited to a maximum of € 100. Baggage

content worth must be documented. BMC TOUR recommends you to insure your baggage against damages pertinent to the transportation contract with specific insurance companies.

#### BMC TOUR SRL responsibilities

##### Transportation

BMC TOUR SRL is obliged to carry passengers, and their baggage, with valid ticket according to the rules of this document. The company is also obliged to reduce travel discomforts and inconveniences to a minimum.

##### Trip delays or cancellation

The timetable published on [www.bmcbus.it](http://www.bmcbus.it) is approximate. The Company reserves the right to modify it, informing users of the causes of the change as well as any alternative schedules. BMC TOUR SRL may also suspend or cancel the trip, providing passengers with a due notice. In this case, the Company may decide to add a new trip to replace the suspended one or to extend the passenger's ticket validity. Furthermore should, after extending ticket validity, the passenger not be able to use the service, BMC TOUR shall refund the ticket if unused. The Company is not liable for losses, damages or costs incurred by passengers due to service delays or cancellations, except that specified above. BMC TOUR is not liable to passengers who did not reserve their trip.

##### Cancellation after service initiates

Unless due to reasons beyond BMC TOUR's control, should the bus carrying the passenger stop before reaching the passenger's chosen destination, the company shall have the right to choose one of the following options: a) select an alternative means of transportation that guarantees the passenger arrival at destination; b) provide a substitute vehicle; c) refund passenger

##### No liability

BMC TOUR is not liable for circumstances beyond its reasonable control. Following are examples of events beyond the company's reasonable control: war or threat of war, accidents on the service routes, adverse and exceptional weather conditions, fire and/or damages to bus stations, vandalism, terrorism, unforeseen traffic, local riots or unrest.

##### Death and personal injury

BMC TOUR SRL in case of death or personal injury occurred to a passenger for its own negligence shall reimburse the damage.

##### Complain

##### Procedure

Passenger must personally lodge claims and, if required, provide proof of identification and ticket purchase. If the ticket is in more than one passenger's name, all passengers must lodge claims simultaneously. Claims must be lodged at BMC offices or sent by e-mail to Claims must be lodged within 30 days of departure date. Purchased tickets must be enclosed with claims.

The passenger must make the complaint in person and, if required, must provide proof of the identity and the ticket is purchased. If the ticket contains the names of more passengers, they must make the same complaint. The complaint must be filed in the offices of the Terravision or sent by mail to [info@bmcbus.it](mailto:info@bmcbus.it) . The deadline for making a complaint is 30 days from the date of departure of the trip. he complaint must be accompanied by a ticket purchased.

## Passenger behaviour

### Required behaviour

Passengers must correctly and reasonably behave at stations and on board buses, carefully listening to the instructions provided by BMC TOUR personnel.

### Prohibited conduct

Bad passenger behaviour is prohibited. Examples of bad behavior include: threatening BMC TOUR personnel or other service users, storing baggage in a way that creates discomfort to other passengers, blocking emergency exits or the central bus aisle, using radios, noisy games, musical instruments or radio devices that disturb other users. Alcohol or drugs may not be taken on board nor may passengers under the influence of these substances board the bus. BMC TOUR reserves the right to prevent passengers from boarding the bus or assist them in leaving the bus when, heedless of these instructions, their behavior is deemed prohibited.

### Responsibility for the behaviour of other passengers

BMC TOUR SRL is not responsible for the acts and omissions committed by other passengers on the bus or train. The Company is obligated, however, to control the behavior of all users.

## BMC TOUR SRL communications

### E-mail

BMC TOUR shall provide passengers with information on schedule changes, general communications or flight cancellations via e-mail to the address provided upon trip reservation. E-mail delivery shall be accepted as proof of receipt. If BMC TOUR was not provided a valid e-mail address, please check flight schedule 24 – 72 hours prior to departure at [www.aeroportocuneo.it](http://www.aeroportocuneo.it) or at one of the company's info points.

## Conclusions

## Directions

The carriage contract stipulated with BMC TOUR is subject to the general carriage conditions for passengers and baggage currently in effect and the relevant rules, instructions and/or regulations pertinent to specific subjects. BMC TOUR conditions and rules are, through this notice, referred to and an integral part of the contract.



## Le Bus Direct

### TICKETS AND VALIDITY OF PRICES:

Your ticket must correspond to your journey.

You must keep your ticket intact till the end of the journey. You can be requested to show it at any time by an authorised officer.

If your ticket does not match your journey, you will be denied access to the service.

Buying tickets on-board: Be ready with your payment option (Visa, American Express, credit card, cash: in Euros only).

Buying tickets online: the e-ticket is valid exclusively for the route and the type of ticket selected. It is not name-specific and remains valid for one year from its date of issue. It can be presented as a hard copy using white A4-sized paper, provided that the printing size is not changed, with portrait page orientation (vertical). It can also be presented as a soft copy (Smartphone, tablet, etc.), subject to sufficient resolution to be able to read the barcode (minimum 800 pixels in length). In case of any doubt, it is best to print the hard copy.

The prices are established as per the existing economic conditions. The transport operator is entitled to change its fares at any time.

The tickets are neither exchangeable nor refundable: the transport operator cannot be held liable for any changes in schedule, postponement of the journey, delays or cancellation of the others means of transport.

Flying Blue Gold, Club 2000 and Platinum cards: give free access, only on route no. 3 and on presentation of a valid and "physical" card (personal and named card).

Air France staff, subsidiaries and dependants: will have to comply with the procedure for admission on board the coach as established by Air France.

Air France passengers: in transit to the FOD, must have their ticket delivered by Air France.

### SAFETY:

Customers are responsible for their own safety. They should be seated and must fasten their seatbelts. Failing this, they may be required to pay a fine in case of any checking by law enforcement forces. The transport operator does not take any responsibility in the event of non-compliance with the seat-belt fastening rule.

It is strictly forbidden to take off the seat belt and/or stand up during the journey.

It is strictly forbidden to talk to or distract the driver during the entire journey.

### PRIORITY ACCESS:

Priority on the buses and at stops for people who have difficulty moving around: persons who have a disability card, are visually impaired, disabled persons without a card, pregnant women and persons accompanied by small children, elderly persons.

The front seats are reserved for them.

#### SERVICE:

Except for persons with priority access (refer to above paragraph), there are no reserved seats on-board.

Boarding and disembarking from the coaches will only occur at the stops authorised by the STIF [Ile-de-France Transport Union].

Trips in the inner Paris area and between the air terminals at the airports are not authorised.

#### DELAYS:

The transport operator cannot be held liable for delays due to obstruction related to traffic (traffic jam, non-fault accident, etc.), public demonstrations, weather conditions or due to an event of force majeure. Our frequencies, schedules and travel times are given only for the purpose of indication and can be changed without prior notification.

#### BULKY ITEMS:

Oversized items (windsurfing board, surf board, skis, bicycles, etc.) are allowed in the hold, subject to availability of room, at the customer's risk. The transport operator does not take any responsibility for any loss, damage or theft.

#### BABIES :

The transport operator does not provide car seats. You are advised to carry a car seat with you. Failing this, the transport operator cannot be held liable in the event of any incident.

#### ANIMALS :

Small (less than 5 kg) and harmless domestic animals are allowed on board provided that they are carried in a closed basket placed on the customer's lap.

Dangerous animals, including dogs of 1st and 2nd category, are not allowed on board.

Guide dogs for blind passengers are allowed on board. It should be ensured that the animals do not disturb the other customers and/or create a nuisance and/or dirty the coach in any way whatsoever.

The animal is the sole responsibility of the customer.

#### ACCIDENT ON BOARD:

Any accident on board should be immediately reported to the driver for the transport operator to be informed of the same.

Intervention by fire-fighters is mandatory in case of bodily injury.

#### PROHIBITION:

In the coach, it is forbidden to: smoke, enter in a state of intoxication or uncleanness; damage or dirty the equipment; spit inside the vehicle; board or deboard the vehicle at points other than the authorised spots; disturb the other passengers and/or the driver; activate or disturb the door opening and closing system; carry flammable, hazardous or illicit substances; sell; ask for collections; distribute leaflets and posters without authorisation; bring food and/or drinks on board the vehicle.

The use of mobile telephones or any other noisy or loud devices should be limited in order to avoid disturbing the other customers in any manner.

The passengers are responsible for any damage they may cause to the vehicle or to other passengers.

#### LOST ITEMS:

The client is fully responsible for his/her personal possessions that he/she carries on board.

Any item found must be reported to the driver. It will then be stored at the head-office of the transporter operator where it can be claimed by the owner.

Lost property can be returned to the owner either through a meeting arranged at one of the bus stops, or by post at his/her expenses.

#### LUGGAGE:

The checked luggage is the responsibility of the transport operator. Every item in the luggage hold should carry a label mentioning the customer's name, telephone number where he/she can be contacted and his/her postal address or valid e-mail address.

We strongly advise against putting any valuable items in your checked baggage. The transport operator cannot be held liable, in any manner, for the loss or theft of valuables placed in the hold (mobile phones, computers, tablets, jewellery, money, etc.).

The transport operator can refuse to carry your baggage if it is too heavy or big, or if it feels that it jeopardises transport safety.

Loss/theft of hold luggage: Compensation is limited, whatever be the case, to €500 per unit of luggage subject to the presentation of the following supporting documents: the original purchase invoice of the lost bag, original purchase invoices for the contents of the lost bag, the original ticket of the day of the incident, a report of the loss or theft to the competent police authorities.

Damaged and unusable luggage in the hold: Compensation will not exceed €60 per unit of luggage and is subject to the presentation of the following supporting documents: original purchase invoice of the damaged bag, a photo of the damaged bag showing the damage, an estimate of repairs in a leather shop, the original ticket of the day of the incident.

Mistaken luggage: Any luggage taken inadvertently by a customer is his/her responsibility. All the resultant costs are to be borne by the customer responsible.

In all the above three cases, the customer must immediately inform the driver or the baggage handler and report the incident, in writing, by registered letter with acknowledgment of receipt to our Customer Relations Department with all the supporting documents within a period of three days after the incident. If no complaint is made within the above-mentioned duration, any action against the transport operator will be inadmissible.

#### COMPLAINTS:

For any complaint (other than luggage) to be taken into account, it must be sent in writing to our Customer Relations Department within a period of two weeks following the incident along with the original ticket and any other supporting documents that would help to process the complaint. If no complaint is made within the above-mentioned duration, any action against the transport operator will be declared inadmissible.

#### GENERAL CONDITIONS OF CARRIAGE

## Lisbon Aerobus

### 01. PRELIMINARY INFORMATION

These terms and conditions are agreed between CARRISTUR – INOVAÇÃO EM TRANSPORTES URBANOS E REGIONAIS SOCIEDADE UNIPESSOAL, LDA, with head-office at Rua 1º de Maio, 101, 1300-472 Lisbon, and executive office at Avenida Dr. Augusto de Castro, 1950-082 Lisbon, registered in the Lisbon Trade Registry under single registry and tax number 501597395, registered in the National Registry of Travel and Tourism Agencies (RNAVT) under no. 2308, hereinafter CARRISTUR, and any person, hereinafter CLIENT, intending to purchase its tickets for sightseeing tours and Aerobus shuttle service indicated on the website [www.aerobus.pt](http://www.aerobus.pt). To purchase any ticket online, users must provide their identification and register on the [www.aerobus.pt](http://www.aerobus.pt) website, provide their full name, e-mail address, identity card, and country of origin, and give their full and unreserved acceptance of these sale and purchase Terms and Conditions, and of the conditions for using the services at the time of access to the CARRISTUR website. Any content or personal data sent to the [www.aerobus.pt](http://www.aerobus.pt) website is subject to the Privacy Policy and personal data protection set forth in the CARRISTUR Privacy Policy. The CLIENT must declare that it is of legal age and legally capacitated to understand and hire the purchase of CARRISTOUR tourist products and transport services, in accordance with the provisions in these Terms and Conditions. CARRISTUR reserves the right to change, add, or delete, in whole or in part, these conditions, and to define new conditions of use, which will take effect after they are published on the website, to which the CLIENT can access by reading the \"Terms and Conditions\". CARRISTUR also reserves the right to change, suspend or eliminate any of its transport services, and to change their prices without prior notice and without any legal compensation to third parties arising from the implemented changes. CARRISTUR guarantees that the transport services published on its website will be available on the date of consultation and declares that it will use all the means at its disposal to ensure that the data is complete and accurate, but it will in no way assume any responsibility if the information available is not accurate or complete. These Terms and Conditions have been prepared in accordance with the provisions in DL 7/2004, of 7 January, with the amendments arising from DL 62/2009, of 10 March, in D.L. 143/2001, of 26 April, with the amendments arising from DL 82/2008, of 20 May, and with other applicable legislation.

### 02. CONCLUSION OF CONTRACT

The purpose of this contract is to purchase online tickets for the shuttle service - Aerobus – identified on the website, for the prices mentioned when the contract is concluded. The contracts are concluded through the website [www.aerobus.pt](http://www.aerobus.pt), electronically, in Portuguese, English, Spanish, French, and German.

Procedures for buying the tickets for the transport service are available on the website, along with the necessary information which the CLIENT must follow until the purchase is formalized. The purchase will only be possible after the CLIENT has expressly and unequivocally accepted these Terms and Conditions, having been informed thereof prior to the purchase of services provided by CARRISTUR.

The prices indicated on the website are in euros and include VAT at the legal rate in force.

The online purchase generates an individual named document (voucher) valid for 120 (one hundred and twenty) days from the date of issue, after which it expires, without this in any way entitling the CLIENT to any compensation or refund of the price paid.

To access the Aerobus shuttle services purchased through the website, the CLIENT must change the voucher for the corresponding transport ticket with the driver of the intended bus.

When the voucher is handed to the bus driver and the CLIENT receives the ticket, as stated in the preceding paragraphs, the CLIENT is entitled to use this ticket.

The ticket shows the period of validity and may only be used during this period and in the timetables indicated on the website by CARRISTUR.

According to the purchasing procedures, the CLIENT will have to provide its personal data as requested, and to choose the desired transport services.

CARRISTUR reserves the right, at any time and without prior notice, to change the ticket prices and to suspend and cancel their sale, permanently or temporarily, without prejudice to the rights arising from the purchases made in the meantime by the CLIENT.

Payments are only available through VISA or Mastercard. The CLIENT must provide the card's data, including card number, expiry date and CVV code, which will be stored in the Adyen computer platform.

The purchase is completed by introducing the data referred to in the preceding paragraph and validation, after which the proof of payment by the CLIENT is issued.

For safety reasons, the CLIENT may not purchase more than ten vouchers per order.

Once the purchase is completed, a voucher will be issued for each transaction, along with a bar code, at no extra cost for the CLIENT. This voucher must be printed and exchanged for the ticket, as indicated in the preceding paragraphs.

The contract will be concluded at the domicile of CARRISTUR.

### 03. REFUND POLICY

The CLIENT is wholly responsible for the voucher(s) and ticket(s), issued in exchange for the vouchers, including for not using them, for loss, theft, or destruction, and may not, pursuant to such facts, demand any compensation or claim from CARRISTUR.

### 04. TERMINATION

The CLIENT may terminate this contract without paying any compensation and without giving any reason, within 14 days from the date of issue of the purchased vouchers.

The right of free withdrawal must be exercised within the period referred to in the preceding paragraph, upon notice to be sent by the CLIENT via e-mail to the address [yellowbus@carris.pt](mailto:yellowbus@carris.pt)

On receipt of the information about the termination of this contract, and confirmation by CARRISTUR that the voucher issued will not be used, CARRISTUR will refund the price paid by the CLIENT within no more than 30 days, by crediting the VISA or MASTERCARD used in the purchase.

## 05. CLIENT SUPPORT

Any questions, queries, or claims must be e-mailed to [yellowbus@carris.pt](mailto:yellowbus@carris.pt)

## 06. BILLING

If the CLIENT requires an invoice for the online purchase, it must inform CARRISTUR at the time of the purchase, by sending an e-mail to [yellowbus@carris.pt](mailto:yellowbus@carris.pt), after which said invoice will be sent to the address stored in the system.

## 07. PAYMENT

Payments will be made through VISA or MASTERCARD as referred above. The CLIENT must follow the instructions given in the purchase procedure at [www.aerobus.pt](http://www.aerobus.pt).

CARRISTUR declares that the bank details provided by the CLIENT in the system during the purchase process will not be stored in their computer applications, and are intended solely for charging the services purchased through the Adyen platform.

## 08. LIABILITY

CARRISTUR will not be liable for any losses suffered by the CLIENT and / or third parties as a result of:

Inability to access and use the contents or the [www.aerobus.pt](http://www.aerobus.pt) website;

Delays, interruptions, errors and cancelled services as a due to extraneous events;

Damages caused by third parties or server attacks that affect the quality of their CARRISTUR services;

Weaknesses or flaws in the communications network, as well as those caused by the computer system, modems, connection software, and /or any computer viruses that may affect the software and/or user equipment, in particular when no suitable security software has been installed;

Failure to access, view, or use the website;

Unauthorised use;

Causes of force majeure, meaning any unpredictable and unavoidable situations, or predictable but unavoidable, including for purposes of clarification, the following: strikes or labour disputes that prevent or obstruct the supply of the products sold on this website, accidents, fires, floods, earthquakes, wars, trade embargoes, or any other legislative amendment.

The CLIENT is responsible for its personal data and updating, and must ensure their confidentiality.

In the event of improper use of the [www.aerobus.pt](http://www.aerobus.pt) website, and regardless of the legal procedures applicable to the case in question, CARRISTUR reserves the right to eliminate the CLIENT's records.

## 09. DATA PROTECTION

CARRISTUR respects and complies with the legal provisions on the protection and privacy of personal data.

CARRISTUR uses the technical means at its disposal to prevent the loss, improper use, change, unauthorised access and/or misappropriation of personal data made available, while ensuring the privacy and protection of data entrusted to it by the CLIENT.

The data provided by the CLIENT are processed by computer by CARRISTUR and are intended to be used within the strict scope of its business.

The CLIENT consents to the processing and management of data made available, either personal or proprietary, by CARRISTUR.

CARRISTUR allows the CLIENT to agree to receive promotional information and to authorise the transmission of its data to other partner companies, for promotional campaigns.

The CLIENT authorises CARRISTUR to collect cookies in order to facilitate the use of its website.

If CARRISTUR subcontracts the services of third parties to achieve the purpose of this contract, or transfers its contractual position, it is authorised to provide the CLIENT's personal data, subject to its precise scope.

The CLIENT is entitled to access, correct, modify, or cancel all its personal data by written communication addressed to CARRISTUR, using the yellowbus@carris.pt address.

## 10. COMMUNICATIONS

Any information to be provided by the CLIENT under these Terms and Conditions will be sent to the e-mail yellowbus@carris.pt as indicated on the website.

Any communication sent to the CLIENT will be sent to the e-mail specified by the CLIENT at the time of identification. Any changes in the contact e-mail must be reported to CARRISTUR.

If the CLIENT fails to comply with the preceding paragraph, for the purpose of receiving notices, these notices will be deemed to have been validly sent to the e-mail address indicated by the CLIENT.

## 11. TERMINATION

CARRISTUR may terminate these Terms and Conditions agreed with the CLIENT and the CLIENT's access as a website user if these Terms and Conditions are not complied with or violated. To this end, it will inform the CLIENT and also indicate the date on which this takes effect.

## 12. APPLICABLE LAW AND JURISDICTION

In all matters governed by these conditions, the Portuguese law will apply.



All disputes arising in respect of or from this contract will be subject to the jurisdiction of the Lisbon District Courts, expressly waiving the right to any other jurisdiction.

## Magical Shuttle

### Article 1. – Definitions.

“Customer” designates the physical or moral person who buys a transport document (the

“Ticket”) corresponding to one of the Services offered by the Transport Company and the physical person or persons who use this Ticket.

“Parties” designates the Transport Company and the Customer. When this term is employed in the singular, it designates either of the Parties.

“Transport Company” designates VAL D’EUROPE AIRPORTS (MAGICAL SHUTTLE.), a company with a simplified share structure with capital of 274,500 Euros, registered in the national company registry, registration number 384 920 518 and registered in this respect with the bailiff of Meaux commercial court, with its registered office at 1 rue Saint-Jacques 77700 BaillyRomainvilliers.

### Article 2. – Purpose.

The purpose of these general conditions of sale (hereafter “GCS”) is to define the conditions and procedures governing the sale of Tickets to Customers as well as the terms under which the Transport Company will provide the transport services to Customers (hereafter “the Services”).

By express agreement, the relationship between the parties is not subject to any other contractual provisions than those mentioned in this document.

### Article 3. – Services.

The various Services offered for sale are indicated via the Transport Company’s sales outlets (in particular on the web and wap sites, on automatic ticket machines or sales terminals, at sales counters or on board coaches). The features and prices of each of the Services offered by the Transport Company are those shown on its web or wap site on the day of the order.

Services are operational from Monday to Sunday according to the timetable displayed at the sales point concerned on the day of the transaction. Outside these times, the Transport Company may provide “Private Services” at the request of the Customer, under the financial terms displayed on the Transport Company’s sales points, or as previously agreed between the Parties.

Private Services in particular include:

transport at night, that is to say between 8 pm and 8 am, French time.

the provision of minibuses.

the provision of vehicles suitable for the disabled.

The Transport Company may change the list of Private Services offered for sale at any time and Customers are invited to check the Transport Company's web or wap site regularly to obtain details of new Services or updates likely to be of interest to them.

#### Article 4. – Procedures for selling the Services.

Customers may purchase one or other of the Services offered by different routes, as follows:

Via the Transport Company's web or wap site (hereafter "the Site"):

From the Transport Company's automatic ticket machines or sales terminals.

From the Transport Company's counters or branches.

On board the Transport Company's coaches.

The Transport Company reserves the right to change this list as and when it adds new Services and/or when new means of selling these Services become available.

#### Article 5. – Procedures specific to the Transport Company's website.

##### 5.1. User account

When first purchasing from the Transport Company's site, Customers are invited to register by creating an account using the form provided.

This registration provides them with the login and password required for accessing their account and managing and following up the Services offered on the Site, for which they are entirely responsible. In this respect, Customers recognize that the login and password are the only elements required for identification when accessing their account. They undertake therefore to keep the login and password assigned to them strictly confidential. Any use of the aforesaid login and password will be presumed to have been made by the Customer and the latter must be responsible for the consequences of all use made of the login details assigned to him/her even when fraud is involved.

##### 5.2. Technical prerequisites

In order to be able to make use of the full functionality of the Site, Customers must have an internet connection and an internet browser that accepts cookies, Java applets and Java script or any other technical elements that involve the use of later technological developments.

The order must contain all the information required for it to be processed, the information essential for recording the order being shown as such on the form. Incomplete bookings or orders cannot be processed by the Transport Company, without recourse against the Transport Company.

### 5.3. Maintenance and development of the Site

On-line ordering of services may be interrupted momentarily for reasons of maintenance, updates or Site development or for any other reason, in particular technical. These interruptions may not give rise to any claim or compensation for the benefit of Customers.

In addition, the Transport Company declines all responsibility with regard to faults that may occur during ordering, processing or printing of the electronic ticket, as long as these faults are not its fault. In this event, the Transport Company's liability will be limited to the amount of the order that could not be fully executed.

### Article 6. – Concluding the purchase.

Purchases made by Customers do not become definitive until after full payment of the price and written confirmation is received from MAGICAL SHUTTLE. or the ticket is issued in proof of the Service that has been purchased.

The definitive purchase is irrevocable and can only give rise to reimbursement in case of default or contractual failure on the part of the Transport Company in the circumstances and under the conditions provided for in these GCS.

In this respect, Customers attention is drawn to the fact that under article L.121-20-4, 2o of the French Consumers Code, the right of retraction provided for in relation to distance selling does not apply to contracts the purpose of which is the sale of accommodation, transport, catering and leisure services that must be provided on a predetermined date or according to a predetermined frequency.

### Article 7. – Price – Payment – Revision.

The price of the Service invoiced to the Customer is the price displayed at the sales outlet at the time the purchase is made.

All prices are displayed in Euros, including VAT.

The Service is sold for cash; payment is therefore made at the time of sale and, according to the type of sales outlet, in cash, by cheque supported by identity documentation, or by using the range of bank cards shown at the sales outlet at the time of the transaction.

All payments are definitive and irrevocable for the Service concerned; they can only give rise to reimbursement in case of default or contractual failure on the part of the Transport Company in the circumstances and under the conditions provided for in these GCS.

Any reimbursement will be made by the canal of payment initially chosen by the customer or by bank transfer. Any reimbursement granted by the Transport Company will be subject to a 10% deduction of the purchase amount with a minimum of 15euros, unless this reimbursement follows a default case or a contractual failure on the part of the Transport Company as stated above.

The Transport company may revise the price of its Services at any time without notice; any changes however, will only apply to future orders and bookings.

## Article 8. – Provision of the Ticket – Printing tickets in PDF format.

### 8.1. Provision of the Ticket

Tickets bought via automatic ticket machines or sales terminals, at counters or branches or on board the Transport Company's coaches are provided immediately.

When they are bought on the Site, Tickets are made available immediately in PDF format; Customers can then print them then or later and, in all circumstances, at the latest on the date the transport service is provided as shown on each Ticket.

### 8.2. Printing Tickets in PDF format

Tickets bought via the Site and issued in PDF format will only be valid if they are printed on white A4 paper that is blank on both sides, with no changes being made to the size of printing, in portrait (vertical) format with a laser or inkjet printer. Under no circumstances can they be presented on another media, especially on a screen.

Customers should make sure that they have a good quality print-out. In particular, Tickets that have only been partially printed, are dirty, damaged or illegible will not be accepted on board coaches and will be considered as invalid.

Possibility to present your ticket on a screen holder (touch pad or mobile phone).

#### Article 9. – Using Tickets – Date and route.

The Ticket must be handed to the driver on boarding the coach. In exchange, the driver should give the Customer a receipt which should be kept until the end of the journey. In case of a complaint, it is essential that this receipt is attached to the complaint file.

Each Ticket is issued and is valid only for the date and route shown on it. It cannot be accepted on coaches on a different date or for a different route than those shown.

However, the date and/or route shown at the time of purchase can be changed up until the day before the day the Service is provided via the Site and via the Customer's account using his/her login and password. Exceptionally, such a change can be made by MAGICAL SHUTTLE's sales department at the Customer's request.

In any case, only the last Ticket printed by the Customer will be accepted on coaches.

#### Article 10. – Crew.

The Transport Company undertakes to ensure that coach drivers exhibit manners and an attitude that are impeccable throughout the journey.

They will show themselves to be helpful to passengers getting into or out of the coach and will load or unload their luggage.

Drivers are the Transport Company's representatives throughout the journey and Customers undertake to follow instructions given by the driver, in particular in relation to safety.

#### Article 11. – Luggage.

The Transport Company will only accept one normal sized case per person carried onto the vehicle, apart from a travel bag of such dimensions that it can be taken inside the coach.

In application of the legal provisions and in particular the fight against terrorism, Customers undertake to comply with all requests to open or allow their luggage to be inspected immediately when requested to do so by the competent authorities, Customers guaranteeing the Transport Company against any consequences that may result from a dispute in this context.

The Transport Company has taken out an insurance policy intended to compensate Customers in case of loss of, damage to, or theft of their luggage during carriage.

Hand luggage placed in the coach's luggage area is the Customer's responsibility during the journey. Under no circumstances can the Transport Company be held liable for the theft of or damage to luggage, personal objects and/or clothing left or forgotten inside the vehicle.

By express agreement, the Transport Company's liability with regard to luggage is limited to 762 Euros per passenger and 6,098 Euros per coach and/or claim.

Customers are responsible for declaring any loss/theft/damage involving their luggage to the driver as soon as they become aware of it. In addition, in case of theft, Customers are also responsible for making an immediate declaration to the Police.

#### Article 12. – Liability.

The Transport Company's vehicles are insured for unlimited civil liability with regard to the safety of passengers that are carried.

Insurance covering assistance and repatriation is not included in the insurance relating to passenger safety referred to above and cover must be taken out individually for each passenger therefore.

Passengers carried are responsible for damage they may cause to the vehicle.

The Transport company shall not be liable for losses caused by fraud or the victim's fault.

The Transport company also declines all liability for losses (and in particular for delays to, changes to or cancellation of the Service) that may result from the occurrence of a case of force majeure or any of the following circumstances similar to a case of force majeure:

Weather conditions presenting a danger to motor traffic: snow, frost, ice, flooding, landslip).

Disturbances to road traffic (diversion, road closure, accidents, public demonstrations).

The establishment of a security perimeter (particularly in the case of a bomb alert or suspect luggage) that compromises provision of the Services.

Strike or lock out.

Riots, state of war.

Immobilization or requisition of the Transport Company's vehicles by the police or customs or more generally by the public authorities.

The Transport Company will strive to implement the means necessary to mitigate these incidents.

All complaints should be sent to the Transport Company by registered letter with acknowledgement of receipt within seven (7) days of the date the Service was provided. After this date and/or where complaints are not made in the form specified above, no complaint will be accepted by the Transport Company.

#### Article 13. – Operating conditions.

In case of complete or partial cancellation, or substantial changes to the Service, the Transport Company will inform the Customer as soon as possible and will do all it can to reduce the consequences for Customers.

In addition, departure and arrival times and routes used are given as an indication only; the Transport Company will nevertheless do all it can to comply with them. As a consequence, it is Customers' responsibility to anticipate possible delays, especially during periods when there is a lot of traffic, and to choose their boarding times in the light of this.

In the case of an event likely to endanger passenger safety (in particular: impracticable route, strike, etc.), the Transport Company can cancel the scheduled Service, temporarily or permanently, up to the day when the Service is to be provided, and this without any compensation payable to the Customer beyond reimbursement of the unused transport documents.

#### Article 14. – Regulations.

Passengers are carried in accordance with the legal and regulatory provisions currently in force.

The Transport Company reserves the right to refuse access to its coaches to any person whose conduct would be likely to impede the proper provision of the transport service or affect the comfort and/or safety of the other Passengers.

For their part, Customers undertake to comply with the regulations displayed inside coaches and to refrain from any behaviour likely to compromise its safety and that of the other passengers, and/or their comfort.

#### Article 15. – Personal data.



Personal data sent to the Transport Company by the Customer, in particular through forms generated by the Site is reserved for the exclusive use of the Transport Company, exclusively for the purpose of recording the transport service and for printing Tickets.

It enables the Transport Company to manage the Customer's account or any other requests concerning the Services offered on the Site.

The Transport company undertakes to implement technical and organizational measures in order to protect personal data; it will refrain from releasing it to a third party, except in the context of legal proceedings.

However, Customers declare that they fully understand the nature and constraints of the Internet.

In particular they recognize that it is impossible to guarantee that data sent via the Internet is 100% secure. The Transport Company cannot therefore be held liable for incidents that could arise as a result of this transmission.

Finally, in application of the Law of the 6th January 1978 concerning computing, files and liberty, Customers have the right to access, change and delete personal data to do with them. This right can be exercised by writing, enclosing identity documents in support, to MAGICAL SHUTTLE, Customer Services – 1 rue SAINT JACQUES – 77700 BAILLY ROMAINVILLIERS – Email: [contact@magicalshuttle.fr](mailto:contact@magicalshuttle.fr). The Transport Company reserves the right to delete certain data from the database comprising data transmitted in this way, and to limit its amount.

#### Article 16. – Agreement with regard to proof.

By express agreement, data from the Transport Company's computer system or from systems belonging to its partners constitutes written material within the meaning of article 1316-1 of the Civil Code, the link between this data and the Party to whom it relates being presumed until it is proved otherwise. It constitutes proof therefore between the Parties and is enforceable on them in the same manner, under the same conditions and with the same probative force as any paper document that has been written and signed by the Parties.

#### Article 17. – Revision of these conditions.

The Transport company may revise or update its general conditions of sale at any time without notice; any changes however, will only apply to future orders and bookings.

#### Article 18. – Application and enforceability of the general conditions of sale.

The purchase of Services by Customers implies prior knowledge of these general conditions (GCS) and that they accept them and undertake to comply with them. These GCS are freely accessible on the Transport Company's Site and inside its coaches.

When purchasing from the Transport Company's Site, Customers accept the GCS when they click on the "I accept the general conditions of sale" button that is displayed during the purchase process.

When purchasing from the Transport Company's automatic ticket machines or terminals, Customers accept the GCS when they select "YES" from the "YES" and "NO" options that are displayed during the purchase process.

When purchasing on board a coach, Customers accept the GCS when they take their seat on board, Customers being deemed to have irrevocably familiarized themselves with the GCS displayed in coaches and reference to which is made on the display panels provided for the purpose inside coaches close to the driver.

In all other circumstances, Customers accept the GCS when they purchase and/or use the Ticket, the existence of these GCS being specified on the Ticket and it is Customers' responsibility to familiarize themselves with them either from the Transport Company's counter or branch sales staff, or from the drivers of the Transport Company's coaches, who have them available for anyone who asks for them.

#### Article 19. – Disputes.

These general conditions of sale are subject to French law.

Any dispute relating to them will be brought before the competent courts.

This document is a translation of the French version of the General Conditions of Sale. In case of complaint, dispute, the French document will prevail.

## Torres Bus

1.- Acceptance and availability of the General Contract Conditions By accepting this contract, you declare:

a) That he is a person of legal age and with the capacity to contract.

b) That you have read and accept these general conditions. These general conditions (hereinafter, \"the General Conditions\"), regulate the legal relationship that emanates from the contracting processes carried out between the client-users (hereinafter, \"the Clients\") of the AUTOCARES TORRESBUS website located in the url <http://www.torresbus.com> owned by Torres Bus, SL.

Clients accept the General Conditions from the moment they use or acquire any product. This document can be printed and stored by the Clients. MICROBUSES.ES makes available to these, the e-mail address: [info@torresbus.com](mailto:info@torresbus.com), so they can raise any questions about the General Conditions.

2.- Applicable regulations These General Conditions are subject to the provisions of the 7 / 19988 Law, of 13 of April, on General Contracting Conditions, of the 26 / 1984 Law, of 19 of July, General for the Defense of Consumers and Users, to Royal Decree 1906 / 1999, of 17 of December of 1999, by which the Telephone or Electronic Contracting is regulated with general conditions.

Organic Law 15 / 1999, of 13 of December, of Protection of Data of Personal Character, the Law 7 / 1996, of 15 of January of Ordenación of the Retail Trade, and to the Law 34 / 2002 of 11 of July, of Services of the Information Society and Electronic Commerce.

3.- Modification of the General Conditions MICROBUSES.ES may modify the General Conditions by notifying the Clients sufficiently in advance, in order to improve the services and products offered through MICROBUSES.ES. By modifying the General Conditions exposed on the website of Autobus Torresbus.com.

this duty of notification will be understood as fulfilled. In any case, before using the services or contracting products, the General Conditions will be consulted.

4.- Intellectual property The contents provided by MICROBUSES.ES are subject to the rights of intellectual and industrial property and are the exclusive property of Torres Bus, SL or of the individuals or legal entities that are informed.

Through the acquisition of a product, MICROBUSES.ES does not grant the purchaser any right of alteration, exploitation, reproduction, distribution or public communication about it, reserving MICROBUSES.ES all these rights.

The assignment of the aforementioned rights will require the prior written consent of MICROBUSES.ES. The intellectual property extends, in addition to the content included in MICROBUSES.ES, to its graphics, logos, design, images and source code used for its programming.

5.- Use of the service and responsibilities MICROBUSES.ES does not guarantee the permanent availability of the web services, being exempted from any type of responsibility for possible damages caused due to the unavailability of the service due to force majeure or errors in the networks telematics of data transfer, alien to their will.

MICROBUSES.ES is not responsible for the content of links to other Web pages that are not owned by you and, therefore, can not be controlled by it. The client declares that he knows that the information provided by MICROBUSES.ES through its services, is not of a legal nature and is only offered for informative purposes.

6.- Privacy and Protection of Personal Data Through the delivery of the email address or other personal data, a necessary requirement for contracting certain services, Clients give their permission for said addresses to be treated and also used to send communications. commercial promotion or advertising of the services and products offered by MICROBUSES.ES.

MICROBUSES.ES makes available to the Clients the email address [info@torresbus.com](mailto:info@torresbus.com), for them to revoke the consent given. MICROBUSES.ES declares that it complies with current regulations regarding data protection, in particular the Organic Law 15 / 1999, of 13 of December.

Protection of Personal Data and the Royal Decree 994 / 1999, of 11 of June, which develops the aforementioned organic law. MICROBUSES.ES makes available to the Clients the means of contact referred to in the previous paragraph so that they exercise the rights of access, rectification, cancellation and opposition guaranteed by the legislation in force.

7.- Notifications All notices, requests, requests and other communications that have to be made by the parties in relation to these General Conditions, must be made in writing and it will be understood that they have been duly made when they have been delivered by hand or sent. by ordinary mail to the address of the other party or to the electronic mail of the other party, or to any other address or electronic mail that for this purpose each party may indicate to the other party.

8.- Prices The prices of the website torresbus.com are with VAT and other taxes included (subject to change of said taxes). The price offered on our website torresbus.com is valid for reservations made at the same time you request this rate. If the reservation is not made at that time, it may be the case that in a subsequent price request, the rate is different (higher or lower) depending on the price marked at each time.

9.- Reservation policy and collection of services. Payment for services will be made through transfer or credit card. At the time of booking, the 40% of the trip amount will be charged to the card indicated by the client. The rest of the amount will be paid, in the same way used to pay the deposit, with 3 working days in advance at least, before the start of the service to the same credit card.

10.- Cancellation and modifications of the service The cancellation policy will be governed by the following table; 1.- Cancellation before 3 working days of the beginning of the trip: No cost; 2.- Cancellation between 3 working days and 24 working hours before the start of the trip; Cost of the 20% of the trip amount. 3.- Cancellation in the 24 working hours before the start of the service; Cost of the 50% of the trip amount.

Weekdays are considered Monday, Tuesday, Wednesday, Thursday and Friday, except national holidays. Sabbath and Sunday are not considered working days. In the case in which the user wants to modify the contracted service, he will request it to the company that may or may not authorize said modifications. These modifications may be requested before or during the completion of the service, and if they are authorized, may have an extra cost on the original service price.

This surcharge will be paid directly to the driver if it is on the fly or to the company if it is with enough time.

11.- Travel regulations Regulation (EC) 5612006 \* of mandatory application to all passenger transport by road by coach within the European Union Driving times The driver is obliged to take a break of 45 minutes after four and a half hours of driving, such pause can be replaced by one of 15 minutes followed by one of 30 minutes, both interspersed in a driving period of 4 hours and a half.

A driver can not drive more than 9 daily hours Maximum availability time From the start of the service until it ends, you can enjoy a maximum of consecutive 12h bus, minibuses or minibuses services a day if the trip is with a single driver, that is, if For example, one day the service starts at 9.00h, it must end at 21.00h no later than that day. This time can be extended to 19h if the trip is with two drivers In addition to these rules, if the trip lasts more than one day, it must be taken into account that the rest time between working hours and working hours will be equal to or greater than 11 uninterrupted hours .

12.- Liability and insurance According to current legislation, the vehicles used by the company that offer their services through the web are covered by the following insurance policies. Compulsory Civil Liability according to the Law of Civil Liability and Insurance of Circulation of Motor Vehicles; Additional Provision 7ª of the 301995 Law of November 8, on the Regulation and supervision of private insurance.

Voluntary Civil Liability, up to 50.000.000 Eu according to article 12 of Royal Decree 4432001, of 27 of April, regulator of School and minors transport. Compulsory Travel Insurance. These insurances cover the contingencies that arise during the journeys in the contracted vehicle, according to the current legislation, not covering those incidents accidents that may affect the travelers outside the vehicle in which they make their trip.

Likewise, the transport company will be responsible for any damage that may occur to the luggage deposited in the trunk of the vehicle, up to a maximum of 14,5 per kilogram for 15 kgs of luggage per traveler transported.- They will not be responsible for any damage or theft of the vehicle. hand luggage for travelers. If for the characteristics of your luggage you would like more coverage than that offered by the transport companies, you must hire it separately.

It will be the responsibility of the transport company to have the above-mentioned insurance updated. According to the above, we are responsible only for those damages attributable to our obligations in reference to our services, up to a total amount of the total cost of your reservation.

We will not be responsible for: - Damages or losses suffered due to the incorrect operation of our website. - Any controversy that may arise in relation to the services provided by the web, will be governed by the Courts of Toledo. 13.-Privacy You can consult our privacy policy to obtain more information about it.

14.- Additional correspondence At the end of a reservation, you will receive an email with the confirmation of it. Likewise, once the service is done, we will send you another email in which we will ask for your opinion about the service received. This survey will help us to inform future users about the experiences of traveling with our company.

15.- Comments We reserve the possibility of canceling those comments from users that we do not consider appropriate.

16.- About Torres Bus [www.torresbus.com](http://www.torresbus.com) is a platform for travel reservations by bus, minibus and luxury cars with driver, property of Torres Bus, SL with the following fiscal data; Torres Bus, SL is the owner of the intellectual property rights over the images, logos, texts and designs or any other content or element of this website.

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Likewise, to access some of the services that MICROBUSES.ES offers through the website you must provide some personal data. In compliance with the provisions of Organic Law 15 / 1999, of December 13, Protection of Personal Data we inform you that, by completing these forms, your personal data will be incorporated and will be treated in the files of MICROBUSES .ES in order to be able to lend and offer our services as well as to inform you of the improvements of the website.

Likewise, we inform you of the possibility of exercising the rights of access, rectification, cancellation and opposition of your personal data, at the address [info@torresbus.com](mailto:info@torresbus.com). GENERAL INFORMATION TO FULFILL THE 34 / 2002 LAW Title: Torres Bus, SL Address: C / Polideportivo, 02 Villanueva de Bogas 45410 Toledo Contact: [info@torresbus.com](mailto:info@torresbus.com) TFN.- 925313009 Movil.- 607372252 CIF.- B45275922