OUIGO Special Conditions of Carriage and Sale for the Paris-Brussels service

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1. GENERAL PROVISIONS

To use OUIGO's products and services for the Paris-Brussels service, the Passenger must read the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) drawn up by the International Rail Transport Committee (CIT) based in Bern and these Special Conditions of Carriage and Sale (hereinafter the "**Special Conditions**"). These documents are available on the B-Europe website.

In the event of any inconsistency between the General Conditions (GCC-CIV/PRR) and these Special Conditions, the latter shall prevail.

The Special Conditions apply to the following service as defined in Article 2 "Definitions", i.e.: Paris-Brussels service with OUIGO Train Classique.

OUIGO/SNCF Voyageurs and SNCB-NMBS reserve the right to modify the Special Conditions at any time, it being understood that such modifications will not apply to previously accepted Reservations.

2. DEFINITIONS

The terms defined below may be used in either the singular or plural.

Purchaser: any person making a Ticket Reservation for the Paris-Brussels service by OUIGO Train Classique. If the Purchaser is not the Passenger, they make the Reservation in the name and on behalf of the Passenger(s).

Companion: an able-bodied Adult person with a free Ticket in the capacity of Companion for a Wheelchair-Using Passenger (or a Passenger with a Disability) holding a disability card or a Mobility Inclusion Card testifying to a degree of disability greater than or equal to 80% and mentioning "need for support" or "blindness".

Adult: passenger aged twelve (12) or over on the date of the first Journey in the Reservation.

OUIGO Application: downloadable from Apple Store and Play Store, this Application can be used to make, view and modify a Reservation or download Tickets.

SNCB-NMBS International App: downloadable from Apple Store and Play Store, this Application can be used to make and consult a Reservation.

Luggage: any hand luggage that the Passenger can take with them, is easy to transport and used for travel purposes. The Passenger must keep an eye on them and label them. **Hand Luggage** is luggage whose dimensions do not exceed forty X thirty X fifteen centimetres (40x30x15cm). **Cabin Luggage** is luggage whose dimensions do not exceed fifty-five X thirty-five X twenty-five centimetres (55x35x25cm), including handles and wheels. Cabin Luggage must be placed under the seat or on the luggage racks above the seats on OUIGO Classique Brussels - Paris trains. Luggage exceeding the dimensions of Cabin Luggage is authorised within the limits and conditions defined in Article 4.1.1.1 of these Special Conditions. Luggage must not disturb other Passengers, hinder rail operations or cause damage, for example to other Passengers, other Luggage or rail equipment. In any case, Luggage exceeding the maximum dimensions of one hundred and thirty X ninety X fifty centimetres **(130 x 90 x 50 cm)** with the exception of skis and/or weighing more than thirty kilograms (30kg) is not allowed on board OUIGO trains. Pushchairs may be transported free of charge, provided that a child or Toupti is included in the Reservation, up to a limit of two pushchairs per Journey. If no child is declared, or beyond the declared number of children, subscribing to the baggage option is mandatory.

OUIGO Ticket: a personal, named electronic Ticket issued by SNCF Voyageurs SA or SNCB-NMBS giving the holder access to the boarding area and/or the train of the OUIGO Services in order to make a Journey. The OUIGO Ticket may, if the Passenger so chooses, take the form either of a Ticket in PDF format to be printed, or displayed on a Mobile (electronic PDF), or a Ticket downloadable from the OUIGO Application (QR Code displayed on the Mobile) which will remain accessible offline or from the SNCB-NMBS International App.

Voucher: voucher issued by OUIGO that can be used to purchase an OUIGO Train Classique Paris-Brussels Ticket and any Options on the OUIGO Website or the OUIGO Application. Vouchers are valid for:

- Twelve (12) months from the date of issue to make a Reservation, for Vouchers issued as Ticket refunds following a train cancellation;

- Twelve (12) months from the date of issue to make a Reservation, for Vouchers issued as compensation following the redemption of the Ticket by another customer via waiting list registration.

- Six (6) months from the date of issue to make a Reservation, for Vouchers issued in the event of a delay;

- Six (6) months from the date of issue to make a Reservation, for any other issue reason (excluding promotional codes and vouchers issued as part of competitions, with variable durations depending on the operation).

Vouchers are sent by email (in the form of an eight (8) or seventeen (17) character code) to the email address given at the time of the Reservation.
Vouchers are cumulative and can be split. It is no longer possible to refund a Voucher that has already been partially used to pay for a Ticket. If your booking includes several Journeys (connecting or return-journey), the bank refund of your Voucher will be available once all the Journeys in your booking have been completed.

Customer Relations Centre: centre dedicated to Customer Relations. In addition to the online help available on the OUIGO Website and the OUIGO Application, the Customer Relations Centre can be contacted using the contact form. The Customer Relations Centre is only available in French.

Train Manager: SNCF Voyageurs SA or SNCB SA/NMBS NV Agent on board the OUIGO Train Classique Paris-Brussels who ensures security on board the OUIGO trains, attends the departure of the train and takes part in the OUIGO Ticket inspection and regularisation operations on board the train. SNCF Voyageurs SA Train Managers are sworn and accredited in France, SNCB SA/NMBS NV Train Managers are sworn and accredited in Belgium. They are empowered, on their respective territory, to record and collect the names and addresses of offenders when drawing up a report on a rail transport offence. Train Managers are also responsible for ensuring compliance with the rules in stations and on board OUIGO trains, as defined in Article 3.5.1 of the Special Conditions.

Promo code: discount code subject to a specific validity period and conditions of use. This information is specified in the promotional code email. They can be used to reduce the amount to be paid for a Reservation or after-sales service on the OUIGO.com site or on the OUIGO Application. These codes can be combined with vouchers. However, two promo codes cannot be combined. Promo codes are not Vouchers and cannot be used as payment methods.

Customer account: account created by a Customer in accordance with these Special Conditions and the Special Conditions of Use, enabling them to access their identification data and track their orders.

SNCB-NMBS Contact Centre: information and booking service for international travel. The Contact Centre can be reached by telephone on +32 70 79 79 79 (paid number). The SNCB-NMBS Contact Centre is available in French, Dutch, English and German.

Child: passenger whose age is strictly under twelve (12) years on the date of the first Reservation Journey.

Printing: printing of the OUIGO Ticket on paper under the conditions defined in these Special Conditions.

Mobile: telephone terminal enabling the use of the OUIGO Application, the SNCB-NMBS International App and access to the OUIGO and B-Europe Sites.

Reservation Number: reference of a Reservation associated with one or more Journeys and communicated to the Purchaser. It allows the Passenger to make any changes, print the OUIGO Ticket and download it onto the OUIGO Application. It can be requested in order to contact the OUIGO Customer Relations Centre or the SNCB-NMBS Contact Centre. Each Reservation is identified by a unique Reservation Number.

Option(s): service(s) offered by OUIGO during a Journey. The Options are accessible on the OUIGO Website, the OUIGO Application and, in some cases, on the Distributor Sites. Each Option is individually described on the relevant Website(s) or Application.

Paris-Brussels OUIGO Train Classique service: OUIGO service corresponding to rail passenger transport services and associated services operated in cooperation between SNCF Voyageurs SA and SNCB SA/NMBS NV with carriages running on conventional speed lines between Paris and Brussels and marketed under the "OUIGO Train Classique" brand. The Paris-Brussels OUIGO Train Classique Service is described in Article 4.1.

Seats: all the existing seats in an OUIGO train.

Standard seats: all seats (excluding the "XL Seat" carriage) on the Paris-Brussels OUIGO Train Classique trains.

Solo seats: isolated seats in the "XL Seats" carriage on the Paris-Brussels OUIGO Train Classique service trains**.**

Duo seats: adjacent seats in the "XL Seats" carriage on the Paris-Brussels OUIGO Train Classique service trains.

UFR seats: seats reserved for Wheelchair Users and their Companions. In each Train of the Paris-Brussels Service by OUIGO Train Classique, one (1) Seat is reserved for Wheelchair Users and one (1) for their companions.

Personnel: employees of SNCF Voyageurs SA or SNCB SA/NMBS NV

Paris-Brussels OUIGO Train Classique train: a set of carriages transported under the responsibility of SNCF Voyageurs SA on French territory and under the responsibility of SNCB-NMBS on Belgian territory and which enables a Passenger to make a Journey.

OUIGO train: refers to Paris-Brussels Trains on the OUIGO Train Classique.

Reservations: online purchase and payment of OUIGO Seat(s) and Option(s), on the OUIGO site, the OUIGO Application, the B-Europe site or the Distributor Sites. It can include up to nine (9) Passengers and eighteen (18) OUIGO Tickets. It also includes a minimum of one (1) Adult Passenger and a maximum of eight (8) Child Passengers per Adult Passenger. Payment is made by bank card (Carte Bleue, Visa or Mastercard, except for certain specific cards) on the OUIGO Website, the OUIGO Application, the B-Europe Website or the Distributor Websites and/or with Purchase Vouchers on the OUIGO Website or the OUIGO Application. The Reservation is completed on validation of payment.

SNCB-NMBS Customer Service: customer service dedicated to helping customers with complaints and requests for compensation. The SNCB-NMBS Customer Service can be reached using the contact form on B-Europe. The SNCB-NMBS Customer Service is available in French, Dutch, English and German.

Distributor Websites: websites or mobile applications set up by the distributors of the OUIGO service enabling Reservations, in particular, to be made. Payment by Voucher is not possible. Certain types of Seats and Options may not be available.

OUIGO Website: OUIGO Website, enabling users to discover the services offered by OUIGO, make a Reservation, access their Reservations and find out about OUIGO's traffic situation.

Toupti: passenger whose age is strictly under four (4) years on the date of the first Reservation Journey.

Journey: journey between a departure station and a destination station at given dates and times.

Carrier(s): refers individually or collectively to the railway undertakings which operate the transport service and with which the transport contract is concluded, namely for the Paris-Brussels OUIGO Train Classique Service:

- for journeys made on French territory: SNCF Voyageurs as a subsequent carrier within the meaning of Article 3 a) of the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV Uniform Rules) drawn up within the International Rail Transport Committee (CIT);
- for journeys made on Belgian territory: SNCB-NMBS as a subsequent carrier within the meaning of Article 3 a) of the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV Uniform Rules) drawn up within the International Rail Transport Committee (CIT);

Passenger: any person holding an OUIGO Ticket who makes a Journey on an OUIGO Train.

3. CONTRACT OF CARRIAGE

3.1. Definition of the Contract of Carriage

Within the framework of OUIGO Services, the Carrier(s) undertake(s), in return for prior payment of the Reservation price, to transport the Passenger(s) and, where applicable, the Luggage provided for from the departure station to the destination station under the conditions defined in the Contract of Carriage, subject to the occurrence of a case of force majeure or imperative rail traffic safety.

For the Paris-Brussels Service by OUIGO Train Classique, the Contract of Carriage concluded between the Carriers (SNCF Voyageurs SA and SNCB SA/NMBS NV) and the Passenger is governed, in descending hierarchical order, by:

- Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on Rail Passengers' Rights and Obligations and its rail annexes ("PRR" (Passenger Rights Regulation), available at https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021R0782, which came into force on 7 June 2023,
- the 1999 Convention concerning International Carriage by Rail (COTIF) and its Appendix A, the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail (RU-CIV),
- these Special Conditions,
- the General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR); these GCC-CIV/PRR are drawn up by the International Rail Transport Committee (CIT). Their contents can be consulted on the CIT website;
- data appearing on the OUIGO Ticket

Acceptance of these Special Conditions of Sale by the Purchaser implies acceptance of these same conditions by the Passenger(s) making up the Reservation.

The Contract of Carriage is evidenced by a OUIGO Ticket only, with any other ticket being invalid.

3.1.1. Ticket to print or download on the Application

The OUIGO Ticket is a paperless ticket.
It may, if the Passenger so chooses, take the form either of a Ticket to be printed on paper or displayed on a Mobile in PDF format, or of a Ticket downloadable from the OUIGO Application (QR Code displayed on the Mobile) which will remain accessible offline or via the SNCB-NMBS International App.

3.1.2. Agreement of proof

The proof of the Contract of Carriage is the paperless Ticket, which is therefore electronic data.

The electronic data stored in the SNCF Voyageurs SA computer system relating to the OUIGO Ticket is proof, until proven otherwise, of the conclusion, content and execution of the Contract of Carriage. By agreement of proof, it therefore constitutes evidence that is admissible, valid and opposable to the Passenger under the same conditions and with the same probative force as any document drawn up, received or kept on paper.

The integrity and reliability of the information contained in the SNCF Voyageurs SA computer system are ensured by the use of numerous technical means, such as secure access to this IT system, identification or authentication, traceability of any change made to the transport ticket stored in the computer system, and the use of technical security devices.

The Passenger accepts that the use of the Ticket means that the only original copy of the Contract of Carriage is in the SNCF Voyageurs SA computer system.
New Tickets will be issued if the Reservation is modified less than four (4) days before the train departure date. Only the last Tickets received are valid and only the elements kept by SNCF Voyageurs SA are opposable and will be taken as proof in the event of a dispute as to the existence of the Contract of Carriage.

3.1.3. **Direct Ticket**

The direct Ticket is defined in Articles 4.5 and 4.6 of the Special Conditions for Passenger Rail Transport (GCC-CIV/PRR) drawn up by the International Rail Transport Committee (CIT) and available on the Internet at the following address: General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) drawn up by the International Rail Transport Committee (CIT).

Connecting journeys constitute separate Contracts of Carriage.

3.2. Liability for people and property

3.2.1. **Liability for the death or injury of a Passenger**

a) In the event of damage resulting from death, injury or any other physical or mental harm to the Passenger caused by an accident related to railway operations occurring while the Passenger is in, entering or leaving the railway vehicles and regardless of the railway infrastructure used:
for the Paris-Brussels service with OUIGO Train Classique: SNCF Voyageurs SA is responsible for operating the service on the French network, and SNCB-NMBS is responsible for operating the service on the Belgian network.

b) The carriers are relieved of this responsibility:

- If the accident was caused by circumstances external to railway operations which the carrier, despite the diligence required by the specific circumstances of the case, could not avoid and whose consequences it could not prevent;

- Insofar as the accident is due to the fault of the Passenger;

- If the accident is due to the behaviour of a third party which the carrier, despite the diligence required by the specific circumstances of the case, could not avoid and whose consequences it could not prevent; another company using the same railway infrastructure is not considered a third party; the right of recourse remains unaffected.

3.2.2. **Liability for Luggage**

During the Journey, the Passenger may take Luggage with them under the conditions defined in Article 2. The supervision of Luggage is the responsibility of the Passenger.

The Carrier is only liable for damage resulting from the total or partial loss of, or damage to, Luggage if the Passenger proves that such damage was the fault of the Carrier.

However, in the event of the death of or injury to Passengers, the Carrier is also liable for damage resulting from the total or partial loss of or damage to the Passenger's Luggage under the same conditions as those defined in 3.2.1A above. It is stipulated that SNCF Voyageurs SA and SNCB SA/NMBS NV are jointly and severally liable for OUIGO Train Classique Paris-Brussels.

In this case, the damage must be compensated up to a maximum of one thousand four hundred (1,400) euros for each Passenger or up to the amount due to the Passenger in application of the relevant national liability law, should these be more favourable to the Passenger.

3.3. Liability and compensation for non-observance of schedules

3.3.1. **Refund in the event of train delays or cancellations**

In the event of cancellation or when the foreseeable arrival delay of the train is estimated at more than 60 minutes, the Passenger can choose between:

a) giving up on the Journey and requesting reimbursement of the cost of transport corresponding to the Journey or the part of the Journey not taken and/or the part of the Journey already taken, if the Journey is no longer of interest in relation to the Passenger's original travel plan, as well as, if applicable, a free return Journey to the original point of departure as soon as possible.

The refund request is made to the Customer Relations Centre using the contact form available on the Ouigo Website and the OUIGO Application, or independently via the after-sales area of the Ouigo Website and the OUIGO Application if this solution is offered to the customer, or by contacting SNCB-NMBS Customer Services using the contact form available on the B-Europe website (https://www.b-europe.com/EN/Contact). The refund is then sent in the form of a Voucher. However, the Purchaser can obtain a refund of the Vouchers by bank credit by visiting the "My Reservations" space of the OUIGO Website, for the duration of their validity. Refund by bank credit is made to the bank card used to pay for the Reservation. No refund will be made by bank credit if the issued Voucher has been used in whole or in part.

Customers with a return ticket can request a free refund or exchange for the Journey not affected by the cancellation or delay by filling in the contact form available on the OUIGO Website or by contacting SNCB-NMBS Customer Service (https://www.b-europe.com/EN/Contact).

b) Continuation of the journey or re-routing to the final destination under comparable transport conditions as soon as possible or at a later date, at the customer's convenience.

It is the Carrier's responsibility to offer alternative transport in the event of Journey continuation or return to the place of departure. However, if the Carrier has agreed in advance, Passengers may arrange their own re-routing, in which case the Carrier will reimburse them for any costs incurred.

Furthermore, if the Carrier does not inform Passengers of the re-routing options within 100 minutes of the scheduled departure time of the delayed or cancelled service or missed connection, Passengers have the right to arrange their own re-routing, subject to using public transport service providers by rail, coach or bus. The Carrier then reimburses Passengers for the necessary, appropriate and reasonable costs they have incurred.

3.3.2. Compensation for late arrival

If the Passenger does not exercise any of the rights mentioned in Point 3.3.1 a) above and arrives at the destination defined in the Contract of Carriage 60 minutes or more late, the Carrier will compensate the Passenger up to the amount of:

- 25% of the total cost of the Journey (excluding Options and Animals) in the event of a delay of between sixty (60) and one hundred and nineteen (119) minutes;

- 50% of the total cost of the Journey (excluding Options and Animals) concerned in the event of a delay of one hundred and twenty (120) minutes or more.

- 100% of the total cost of the Journey (excluding Options and Animals) concerned in the event of a delay of two hundred and forty (240) minutes or more.

Compensation is paid as follows: an email is sent automatically and proactively to the Customer, informing them of the amount of compensation for which they are eligible. Compensation is then sent in under three days in the form of a Voucher. However, the Purchaser can obtain a refund of the Vouchers by bank credit by visiting the "My Reservations" space of the OUIGO Website, for the duration of their validity. Refund by bank credit is made to the bank card used to pay for the Reservation. No refund will be made by bank credit if the issued Voucher has been used in whole or in part.

3.3.3. Assistance in the event of delay or cancellation

When the train's scheduled delay is 60 minutes or more, or when its cancellation leads to a delay of 60 minutes or more, the Carrier takes all reasonably required and proportionate measures to improve the situation for Passengers. Depending on the estimated waiting time, these measures include, if circumstances so require, the provision of drinks and meals, the provision of suitable accommodation or the reimbursement of reasonable accommodation costs, including transfers.

Particular attention is paid to people with reduced mobility and disabilities, as described in Article 3.4.

3.3.4. Waiver of liability for non-observance of schedules

Passengers are not entitled to compensation if they were informed of the train delay before purchasing the Ticket, or if the delay is less than 60 minutes.

3.4. Accessibility and assistance for people with disabilities and reduced mobility

3.4.1. Communication of information

The Carrier provides people with disabilities and reduced mobility with information on the accessibility of rail services and the conditions of access to rolling stock, and informs people with disabilities and reduced mobility of the on-board facilities.

This information is available:

- from SNCF:
  - from 3635 #45 (price of a local call) Accès Plus expert line dedicated to Passengers with disabilities or reduced mobility.
  - Online: travelling with a disability or reduced mobility
- With SNCB-NMBS:
  - at the SNCB-NMBS information and assistance centre on +32 (0)2 607 30 00 (7 days a week, from 7.00 am to 9.30 pm, no later than 24 hours before departure).
  - online: https://www.b-europe.com/EN/Reduced-Mobility

3.4.2. Accessibility and the need for support from SNCF

The Carrier ensures that stations, boarding areas, rolling stock and other equipment are accessible to people with disability and reduced mobility.

The Companion must be a responsible Adult person, and cannot be hold a disability card or Mobility Inclusion Card with a degree of disability equal to or greater than eighty percent (80%). The Companion and the Passenger they are accompanying under this article must travel together on the same Journey and present themselves together at the boarding point. During the Journey, the Passenger must be able to show their disability card, failing which they will be subject to the conditions set out in Article 5.5 below.

Passengers with Reduced Mobility (PRM) or with a Disability whose degree of incapacity is less than eighty percent (80%) are invited to book their Tickets like any other Passenger.

3.4.2.1 Wheelchair Users (UFR)

Wheelchair Users (UFR) have a specific space (subject to the number of spaces reserved for this purpose in the OUIGO Train Classique Paris-Brussels trains). The spaces provided for Wheelchair Users and their companions in the OUIGO Train Classique Paris-Brussels trains are strictly reserved for them.

Passengers using wheelchairs (UFR) who hold a Mobility Inclusion Disability Card with a degree of disability equal to or greater than eighty percent (80%), and who mention a need for a Companion, are invited to reserve their Ticket and that of their Companion free of charge on the OUIGO Website or Application or on Distributor Sites.

Passengers using wheelchairs (UFR) aged under 12 years who hold a Mobility Inclusion Disability Card with a degree of disability equal to or greater than eighty percent (80%), and who mention a need for a Companion, are invited to reserve their Tickets on the dedicated "Wheelchair Users (UFR)" section of the Website. Passengers should contact the OUIGO Customer Relations Centre using the contact form on the OUIGO Website to request a refund for their Companion, for whom they may receive a free ticket.

3.4.2.2 Passengers with disabilities (PSH)

Passengers with a Disability (PSH) who hold a Mobility Inclusion Disability Card, whose degree of incapacity is equal to or greater than eighty percent (80%) and who mention the need for a Companion are invited to book their Tickets like any other Passenger. Passengers should contact the OUIGO Customer Relations Centre using the contact form on the OUIGO Website to request a refund for their Companion, for whom they may receive a free ticket.

3.4.2.3 Station assistance

The Carrier offers Passengers with disabilities and reduced mobility a free welcome service at the station and accompaniment to the train, which can be booked through Assist'enGare.

The full Terms and Conditions of Use of the Assist'enGare Service are available here

3.4.3. Accessibility and the need for assistance from SNCB-NMBS

Assistance in Belgium can also be booked via SNCB-NMBS as part of the Paris-Brussels OUIGO Train Classique. All the Special Terms and Conditions of Use for the Service can be viewed at: https://www.b-europe.com/EN/Reduced-Mobility.

3.5. Passenger obligations in stations and on board OUIGO trains

3.5.1. General provisions - Rules for life on board

Passengers must obey the instructions of the Train Manager or, more generally, the Personnel. Passengers must comply with the regulations governing the use of facilities and equipment, in particular the conditions of access to stations and trains.

Passengers are required to behave in a civil and courteous manner towards the Personnel on board. In particular, they must do nothing to hinder their activities.

Passengers are also asked to behave in a civilised manner, respecting other Passengers and the rules of good behaviour (helping the elderly to place their Cabin Luggage; respecting the cleanliness of toilets, etc.).

On board the train, Passengers are asked to keep their mobile phones in "silent" mode throughout the Journey and to converse on the platforms.

3.5.1.1 In France:

In accordance with the provisions of Article 5 of Decree 2016-541 of 3 May 2016, it is notably forbidden for Passengers to soil or damage the facilities, remove or damage the labels, cards, signs or inscriptions affixed in OUIGO trains, obstruct the closing of the doors immediately before departure, open the doors after the departure signal while the train is moving or before it has come to a complete stop, and use the alarm signal without a plausible reason. In accordance with the provisions of Article 8 of Decree 2016-541 of 3 May 2016, entry and stay in the railway enclosure or in the railway outbuildings are forbidden to any person in a state of intoxication.

In accordance with the provisions of Articles 16 and 18 of Decree 2016-541 of 3 May 2016, contravention of the provisions of the two preceding paragraphs by a Passenger is punishable by the fine provided for fourth-class contraventions.

In accordance with Articles 19 of Decree 2016-541 of 3 May 2016, R.3512-2 and L. 3513-6 of the Public Health Code, smoking and vaping are prohibited in OUIGO trains and in boarding and disembarking areas, even with the consent of other Passengers. In accordance with the provisions of Article R. 3515-2 of the Public Health Code and Article 19 of Decree 2016-541 of 3 May 2016, smoking in these locations is punishable by the fine stipulated for third-class contraventions.

Any Passenger who contravenes provisions whose non-observance may compromise the safety of the operation or of other Passengers may be excluded from carriage by the Train Manager without entitlement to the reimbursement of the carriage charge.

Access to the boarding area is forbidden to any person not in possession of a valid OUIGO Ticket and meeting the conditions described in Article 5 of the Special Conditions. Persons accompanying Passengers are therefore not admitted to the boarding areas. Reception and inspection operations take place under the terms defined in Article 5.4.1 of the Conditions in a defined area of the station defining the entrance to the boarding area, and are carried out by OUIGO reception staff and/or the Train Manager.

3.5.1.2 In Belgium:

- In SNCB-NMBS facilities and trains, Passengers are required to comply with the applicable laws and regulations, in particular the provisions of the Law of 27 April 2018 governing the transport police, as well as the General Conditions of Carriage and the Special Conditions of Carriage. The aforementioned law defines a series of behaviours as offences that may give rise to either criminal or administrative prosecution, depending on the case. In addition to any penalties that may be imposed as a result of these procedures, SNCB-NMBS reserves the right to claim compensation for any harmful consequences it may have suffered as a result of these

infringements. Lastly, if the circumstances justify it, the Passenger may also be excluded from the railway vehicle or station with no entitlement to compensation or the refund of the fare. In addition to the behaviours specifically made an offence by the Law of 27 April 2018 governing the transport police, Passengers are also required to comply with the injunctions of station personnel, train escorts or security staff and in particular to inform them of their identity by handing over their identity card or any other official document providing indisputable proof thereof, for the purposes of checking compliance with the aforementioned law or these Special Conditions.

- Passengers are responsible for their own safety in SNCB-NMBS facilities and trains. This implies in particular that the Passenger behaves as an ordinarily prudent and diligent person. Therefore, for example, Passengers must:
    - sit in the Seat reserved for them or in a free Seat immediately after boarding the train in the class indicated on their ticket. Furthermore, Passengers are requested not to occupy seats reserved for a person with reduced mobility or for a group of Passengers with a seat reservation;
    - remain stable and hold on to the fixed elements when not seated, until the train comes to a complete stop;
    - place their accompanied baggage or personal effects in the areas provided for this purpose in accordance with the applicable provisions of the Special Conditions of Carriage.

- In accordance with Article 27 of the Law of 27 April 2018 governing the transport police, the Ticket and/or an accompanying document may be withdrawn from the Passenger in the following cases:
    - falsification (alteration of pre-printed data) or counterfeiting (= forgery/fraudulent copying) of a ticket or document used in conjunction with a Ticket;
    - identity theft by using a third party's personal Ticket or a third party's personal document in conjunction with a Ticket;
    - use of Interrail or Eurail Pass commercial products in the country of residence or outside the validity period.

3.5.2. **Luggage transport**

Luggage carried on board OUIGO trains is placed under the supervision of the Passenger and remains their responsibility throughout the Journey. Without prejudice to the provisions of Article 3.2.2, the risk of loss, damage or theft of Luggage is borne by the Passenger.

Each item of Luggage placed in an OUIGO train must be identifiable as belonging to a Passenger; any unidentified item is considered suspicious and may be destroyed by the appropriate services. Passengers must visibly indicate their full names on their Luggage if they want to place it in the space above and/or below their seat.

Luggage must not hinder the movement of Passengers on board OUIGO trains and the safety of persons. Passengers are invited to place Cabin Luggage under their seat or above the seats on Paris-Brussels trains in OUIGO Train Classique. The organisation and conformity of on-board Luggage with the Special Conditions are left to the discretion of the Train Manager.

4. OUIGO SERVICE AND OPTIONS

4.1. Paris-Brussels with OUIGO Train Classique

4.1.1. **Standard seat**

4.1.1.1 Subject

The Standard Seat offer available on OUIGO Train Classique includes, for each Passenger:
- one (1) Ticket with one (1) allocated Seat
- one (1) piece of hand Luggage
- one (1) piece of Cabin Luggage.

4.1.1.2 Price

OUIGO Ticket prices are fixed under the conditions specified in Article 6.1. of these Special Conditions.

4.1.2. Options, Services & Pets on Paris-Brussels Ouigo Train Classique

4.1.2.1 Extra or XL Luggage option

4.1.2.1.1 Subject

The OUIGO Standard Seat offer includes one item of Hand Luggage and one item of Cabin Luggage.
The number of Additional or XL Luggage items is limited to two (2) per Passenger with the Additional or XL Luggage Option.

Luggage exceeding the maximum dimensions of one hundred and thirty X ninety X fifty centimetres **(130 x 90 x 50 cm)** with the exception of skis and/or weighing more than thirty kilograms (30kg) is not allowed on board OUIGO trains.

In addition, medical equipment required for the Journey, such as respirators and CPAP machines for sleep apnoea treatment are not subject to the Additional Luggage or XL policy.

Scooters are permitted on board OUIGO trains and must be folded. Total weight must not exceed 30kg. They constitute Additional or XL Luggage.

List of specific PRM equipment authorised on board free of charge, one for each person with a disability or reduced mobility:

- Folding or non-folding wheelchairs, electric wheelchairs, electric scooters, PRM gyropods. These items are accepted within the limits of European PRM Regulation TSIs, and must be fitted with a wheel-locking mechanism. Manual wheelchairs fitted with a motorisation kit are accepted in the dedicated area, provided that the entire piece of equipment (wheelchair + kit) complies with PMR TSI regulations.
- Foldable or non-foldable walking frame (accepted within the maximum dimensions of 90 x 130 x 50 cm).
- Crutches, walking sticks.

In addition, a person with a disability or reduced mobility can carry one of the following items of equipment:
- bottled oxygen (only enough for the duration of the Journey).
- mains-powered breathing equipment (must have battery backup).

Additional equipment for people with disabilities or reduced mobility, such as wheelchairs (folding only), motorisation kits for manual wheelchairs, crutches, walking sticks and walking frames, are accepted as Additional or XL luggage, provided they measure no more than 90 x 130 x 50 cm.

Skis, duly packed in specially designed covers, are allowed on board OUIGO trains as optional Additional or XL luggage and are subject to a charge of one item per Passenger, provided they measure no more than 90 x 130 x 50 cm.

Wake boards or snowboards, provided they are transported in a bag labelled for this purpose and with maximum dimensions of one hundred and thirty X ninety X fifty centimetres (130 x 90 x 50 cm), are permitted on board OUIGO trains. They constitute Additional or XL Luggage.

In addition, pushchairs and related equipment (carrycot, car seat) and backless booster seats are not considered Luggage and may be carried by the Passenger free of charge if the Reservation includes one or more Child Tickets. For the purposes of producing the service, when making a Reservation on the OUIGO.com Website and the OUIGO Application, the Passenger is invited to specify at the time of their Reservation whether they intend to travel with one (1) or two (2) pushchairs; this is not required when making a reservation via B-Europe. Pushchairs must be folded on board the OUIGO train.

Lastly, items such as sailboards, bulky items (such as furniture, household appliances, televisions, etc.), sports and collectors' weapons, dangerous substances or articles - in particular loaded firearms, explosives or flammable products - , oxidising, toxic, radioactive or corrosive substances or articles which are malodorous or likely to cause infections, as well as all products classified as narcotics and any other illegal substance, shopping trolleys, carts on wheels, and all types of cardboard boxes **are not considered Luggage and are not admitted on board OUIGO trains.** The same applies to tools and all types of packages (packed objects that are not stored in luggage), which are all forbidden on board OUIGO trains.

4.1.2.1.2 Subscription to the Additional or XL Luggage Option

The Option allowing travel with one (1) or two (2) items of Additional Luggage can be purchased either at the time of Reservation on the Website, the OUIGO App or the Distributor Websites, or after the initial Reservation on the Website or the OUIGO Application.

Passengers may go to check-in and security with up to two (2) items of Additional Luggage each, for which the Additional Luggage or XL Luggage Option has not been purchased. In this case, the Train Manager and/or SNCF Voyageurs SA personnel may accept this Luggage subject to payment of the price under the conditions described in Article 5.5 below.

The Train Manager and/or Personnel may refuse such Luggage for safety reasons. The Passenger cannot then board the train. No compensation or refund of any kind is due to a Passenger who is denied boarding because they exceed the authorised limit of two (2) pieces of Additional or XL Luggage.Any purchase of the Additional or XL Luggage Option is final and cannot be cancelled.
No seat reservations are permitted for luggage.

4.1.2.1.3 Prices

The cost of the Additional or XL Luggage Option is five euros (€5) per item and per Journey.

Passengers presenting themselves for inspection operations without paying for the corresponding Option under the conditions described in Article 5.5 below.

4.1.2.2 Pets

4.1.2.2.1 Subject

In principle, and as stated in Article R2241-10 of the Transport Code (French law) or Article 8, 4° of the Law of 27 April 2018 governing the transport police (Belgian law), no Animals are allowed in vehicles used to transport Passengers.

However, small pets, preferably suitably enclosed in a container not exceeding the dimensions of a piece of Cabin Luggage (55cmx35cmx25cm), in addition to the authorised Cabin Luggage and Hand Luggage, as well as muzzled and restrained dogs, may be admitted into vehicles assigned to the public transport of Passengers. Dogs must always be held by their owners, in addition to being muzzled.

Passengers wanting to travel with one (1) live pet, subject to a limit of one (1) pet per Adult per Reservation, must add it to their Reservation by contacting the SNCB-NMBS Contact Centre or visiting the OUIGO Website.

Category 1 attack dogs (American Staffordshire terriers, more commonly known as pitbulls, mastiffs, also known as Boerbulls, and Tosa dogs) are banned from public transport. The Train Manager can request the Animal's identification papers when boarding or on board the train.

As stipulated in Article 7 of Appendix 6 "Special Conditions of International Carriage for Rail Passengers (GCC-CIV/PRR) and Article 12 of Appendix 1 of the PRR previously cited, the Carrier may decide on the conditions of admission for pets on board the train. As a general rule, it is important to recall that pets are not allowed on board trains, with the exception of animals that are restrained and do not disturb other Passengers.

In addition, certain "new pet" type animals (reptiles, ferrets, birds, rodents, etc.) may be refused boarding at the discretion of the Train Manager and/or SNCF Voyageurs SA or SNCB-NMBS personnel, in particular when the animal in question is not properly enclosed, in a container not exceeding the dimensions of a piece of cabin baggage (55cmx35cmx25cm), or when it is likely to be considered dangerous.

In all cases, the presence of a pet on board OUIGO trains is subject to the absence of opposition expressed by other Passengers, except in the case referred to in the last paragraph of the present article.

Animals must not disturb other Passengers. Animals allowed on board are under the supervision and responsibility of the Passenger. At the request of a Passenger, the Train Manager may have the animal and its owner moved to another part of the train.

Civilian Passengers with a disability holding a card in their name stating a degree of disability of at least eighty percent (80%), whatever their disability, may travel with a guide or assistance dog that travels free of charge. The same applies to people travelling with a guide or assistance dog in training. This provision also applies to war pensioners with a disability and holding a card with two blue bars.

4.1.2.2.2 Adding the Animal to the Reservation

The Animal can be added to the Reservation at the start of the Reservation on the search page, when the Purchaser indicates the number of Adult and Child Passengers for the Reservation on the Website, the OUIGO Application or the Websites of certain Distributors, and after the initial Reservation by modifying it on the Website or OUIGO Application or by contacting the SNCB-NMBS Contact Centre.

Pets are limited to one live pet per Adult per Reservation.

It is possible to bring one (1) pet to reception or inspection operations without this being indicated on the Reservation. In this case, the Train Manager and/or Personnel may accept the pet, subject to an insufficient payment as described in Article 5.5.2 below. The Train Manager may refuse this Animal for safety reasons. The Passenger cannot then access the boarding area. No compensation or refund of any kind is due to a Passenger who is refused access to the boarding area with an animal not indicated in the Reservation.

Any addition of an Animal to the Reservation is final; no cancellation is possible.

4.1.2.2.3 Prices

All pets, regardless of weight, must be declared in the sales process at the time of the initial Reservation or after the sale. The Purchaser must then pay a fee of ten euros (€10) per live Pet and per Journey.

Passengers arriving at the reception and inspection operations without having indicated this in their Reservation and paid the corresponding sum must make up the insufficient payment and pay issuing costs totalling twenty-five (€25) per live pet accepted on board, regardless of its weight and for the Journey concerned.

4.1.2.3 OUIGOFLEX Option

4.1.2.3.1 Subject

The OUIGOFLEX option allows customers who have purchased it to exchange their ticket as many times as they want, without having to pay exchange fees. The customer will remain liable for the difference in price between the new ticket and the old ticket. OUIGO will not refund the difference if the new ticket is cheaper. This option allows customers to exchange their ticket for another ticket valid on a Paris-Brussels train with OUIGO Train Classique.

4.1.2.3.2 Purchase of the OUIGOFLEX option

The OUIGOFLEX option can only be purchased at the time of Reservation on the Website, the OUIGO App or certain Distributor Websites. Customers who have already booked their journey without OUIGOFLEX cannot add it to their Reservation, as this option is not available after booking.
This option must be purchased for all members of the same Reservation. For return Journeys, it is possible to purchase the option for just one of the two Journeys.
When making the exchange, the date of the outward Journey cannot be later than the date of the return Journey. The option is available for purchase up to 7 days before the departure of the original train. For example, for a train departing on the 21st of the month, D-7 means that the option will be available until 11.59 pm on the 14th of the same month, and customers can no longer purchase it from midnight on the 15th. This option is non-refundable.

4.1.2.3.3 Prices

The OUIGOFLEX option costs €9 incl. VAT per Journey per adult Passenger. It is free for children aged under 12 years of age.

4.1.2.4 Seat selection option

4.1.2.4.1 Subject

Passengers can choose their exact seat on the train (carriage and seat number) by purchasing the Seat Selection Option, subject to availability at the time of Reservation. Passengers will occupy one Standard Seat, one Solo/Duo Seat ("XL Seat" carriage).
Passengers can select a Seat by choosing the "Seat selection" Option either when booking on the Website, the OUIGO Application or certain Distributor Websites, or after the initial Reservation by modifying the Reservation on the Website or the OUIGO app.

4.1.2.4.2 Selecting the Option

The "Seat Selection" Option can be purchased on the Website, the OUIGO App and on certain Distributor Websites.
Passengers may purchase the Option for the outward Journey only, the return Journey only or both the outward and return Journeys.
This Option is offered via an interactive train diagram. This diagram offers a view of:

- all the carriages on the train
- all the available seats
- the selected seats and their numbers
- the price of each type of seat
- the total amount of the selected seats

The Option can also be purchased by modifying your Reservation on the OUIGO Website or App OR on certain Distributor Websites if the Option was not purchased at the time of Reservation.
The Seat Selection Option applies to all Passengers in the Reservation.

To ensure the Traveller can be seated as close as possible to their bicycle/scooter, this option is not available for customers who wish to subscribe to the “Folded bicycle/scooter” or “Disassembled bicycle in a bag” option.
A customer who first selects the Seat Choice Option and later adds the “Folded bicycle/scooter or disassembled bicycle in a bag” Option will have their Seat Choice Option automatically cancelled, without refund.

Any purchase of the Seat Selection Option is final and cannot be cancelled.

4.1.2.4.3 Prices

The cost of the "Seat Selection" Option is three euros (€3) per Standard Seat and seven euros (€7) per Solo/Duo Seat ("XL Seat" carriage).
Children receive a free Seat Selection Option.

4.1.2.4.*4* Seat Selection Modification

Passengers may change their selected Seat, subject to availability.

Changing a Seat is free of charge if the newly selected Seat is at the same price or at a lower price:

- Standard Seat to Standard Seat
- XL Solo or Duo to Standard Seat
- XL Solo or Duo to XL Solo or Duo

Changing a Seat has a surcharge of four euros (4 €) if the newly selected Seat is more expensive: Standard Seat to XL Solo or Duo.
If a customer changes an XL Solo or Duo seat to a Standard Seat, the four-euro (4 €) price difference will not be refunded.
Seat changes are always free of charge, regardless of the selected seat, when the Traveller has subscribed to the OUIGO FULL offer.

4.1.2.5 Options for Bicycles/Scooters that are folded or dismantled inside a cover or bicycles that have not been dismantled

Folded bicycles, folded scooters and bicycles that have been properly dismantled and packed in covers specifically designed for this purpose, with maximum dimensions of 130 x 90 x 50 cm and a maximum total weight of 30 kg, are permitted on board OUIGO Train Classique trains. The Option for folded bicycles/scooters or dismantled bicycles in a cover or bicycles that have not been dismantled must be purchased. The option for folding bicycles/scooters or dismantled bicycles in covers or bicycles that have not been dismantled is limited to one (1) bicycle per Passenger per Journey.
Each OUIGO Paris–Brussels trainset includes designated spaces allowing the transport of up to 2 bicycles (folded bicycle or non-dismantled bicycle) per coach, except in the XL Seat coach.
Not all bikes are accepted on board: this includes recumbent bikes, tricycles, tandems, fat bikes and trailers.

4.1.2.4.1 Selecting the Option

The Option allowing travel with one (1) bicycle can be purchased either at the time of Reservation on the Website, the OUIGO App or the Distributor Websites.

If a Passenger boards with a bicycle/scooter without having purchased the corresponding option, the Train Manager and/or Personnel may refuse or accept these bicycles subject to payment of the fare under the conditions described in Article 5.5 below.

The Train Manager and/or Personnel may refuse such Bicycles for safety reasons. The Passenger cannot then board the train. No compensation or reimbursement of any kind is payable to Passengers refused boarding on trains for which they have not purchased the Option.

Any purchase of the Bicycle/Scooter Options is final and cannot be cancelled.

Folded bike/e-scooter or disassembled bike in a cover option
This option is limited to 1 per traveler and per journey and cannot be combined with the non-disassembled bike option.

Only standard scooters are permitted on board the trains, with a maximum weight of 30 kg. Off-road scooters (cross), three-wheel models (trikes), and scooters with non-standard dimensions are not allowed.
Customers who subscribe to the "Folded bicycle/scooter or disassembled bicycle in a bag" Option cannot also select the Seat Choice Option. This is to ensure that the Traveler can be seated as close as possible to their bicycle or scooter.

Non-disassembled bike
Purchasing the non-disassembled bike option entitles you to use a bike space, where the bike is transported without being folded or disassembled.
Each OUIGO Train Classique train has designated spaces to carry up to 2 non-disassembled bikes per carriage (except "XL Seat" carriages).
Loading and unloading bikes on OUIGO Train Classique trains is carried out by travelers, under their full responsibility. Bikes must be placed in the designated area and must not obstruct passenger movement. Luggage and bikes remain under the exclusive care of the traveler, even when placed in designated spaces.
The non-disassembled bike option is limited to 2 bikes per journey for bookings with 2 or more travelers.
The non-disassembled bike option is limited to 1 per traveler and per journey and cannot be combined with the Folded bike/scooter or disassembled bike in a cover option.
Only standard bikes are allowed on board, only standard bicycles are permitted on board the trains, with a maximum weight of 30 kg and, for non-dismantled bicycles, a maximum tyre thickness of 5 cm. Recumbent bikes, tricycles, tandems, cargo bikes, longtails or extended bikes, and trailers of any kind are not permitted. Bikes transported in a box are prohibited.

It is strictly forbidden to charge the batteries of electric scooters, electric unicycles, or any other motorized personal mobility devices on board OUIGO Train Classique trains.

4.1.2.4.2 Prices

For any option for a folded bicycle or scooter or a dismantled bicycle in a cover, the Passenger must pay for the Folded Bicycle/Scooter or Dismantled Bicycle in a Cover Option, which costs five euros (€5) per Bicycle per Journey.

For any non-disassembled bike option, the traveler must subscribe to the non-disassembled bike option. The cost of this option is ten euros (€10) per bike and per journey.

4.1.2.5 OUIGO Full

4.1.2.5.1 Subject

The OUIGO Full offer allows each Passenger to enjoy several Options and additional services with their OUIGO ticket; these are:

- one (1) ticket with seat selection: Passengers can choose their exact Seat on the train (carriage and compartment).
- one (1) piece of hand Luggage
- one (1) piece of Cabin Luggage
- one (1) piece of Additional or XL Luggage
- With the 'Seat Selection' Option, Passengers can choose between a Standard Seat, Solo Seat (subject to availability) or Duo Seat (subject to availability).
- The OUIGOFLEX Option

All Passengers on the same Reservation must pay for the OUIGO Full Offer.

Customers wishing to travel with a bicycle or scooter may also subscribe to the OUIGO FULL offer. However, they will not be able to select the Seat Choice Option, in order to ensure that the Traveller can be seated as close as possible to their bicycle or scooter.
No specific fare will be offered to these customers, as they cannot benefit from the seat selection option.

4.1.2.5.2 Prices

The OUIGO Full Offer is subject to a surcharge of €16 on top of the price of the Standard Seat Ticket for the same Journey.

Any purchase of the OUIGO Full Offer is final and cannot be cancelled or reimbursed.

5. TICKET

The OUIGO Ticket is the Passenger's Ticket. It constitutes proof of the Contract of Carriage and of the payment of any Options. A Toupti does not have a ticket.

5.1 Reserving and issuing your OUIGO Ticket

The OUIGO Ticket is nominative (full name and year of birth) and personal (one Ticket per Passenger). Any resale is strictly forbidden and may result in legal action.

The issuing of the OUIGO Ticket is subject to payment of the Reservation.

5.1.1 Booking, payment and confirmation

To reserve and pay for the Reservation, the Purchaser must be legally capable of entering into a contract and must comply with the Special Conditions. They are financially responsible for the Reservations made in their name, on their behalf and/or on behalf of third parties; they also guarantee the truthfulness and accuracy of the information provided in connection with the Reservation.

5.1.1.1 Reservation process

Reservation implies acceptance of these Special Conditions. A person who reserves OUIGO Tickets on behalf of other Passengers must ensure that these Passengers accept the Special Conditions prior to the Reservation. The use of a OUIGO Ticket therefore implies acceptance of the Special Conditions by Passenger, whether or not they have made the Reservation of their OUIGO Ticket.

Access to all the information relating to the Reservation is via the Reservation Number and the email address used for the booking.

Paris-Brussels OUIGO Train Classique Tickets may be ordered no earlier than three (3) months before the departure of the train and no later than ten (10) minutes before the departure of the train for the Journey concerned.

When making a Reservation, the Purchaser must:

- indicate the departure and destination stations
- indicate the type of Journey: one-way or return
- indicate the desired dates
- indicate the number of Adult, Child and Toupti (not available on some distribution sites) Passengers and the number of pets (not available on some Distribution Websites).

When selecting a Paris-Brussels OUIGO Train Classique Ticket, the Purchaser must:
- select the Basic Tariff of OUIGO Full
- enter their title, surname, first name, valid telephone number (not required on some channels) and valid email address
- indicate the title, year of birth and first and last name of each Passenger
-

The Purchaser may also take out one or more Options (if available).

To proceed to payment, the Purchaser must, in all cases, tick the specific box accepting the General and Special Conditions of Sale and Carriage.

5.1.1.2. Payment of the Reservation

The OUIGO Ticket Reservation is confirmed subject to prior payment of the full amount.

If payment is made online directly to SNCF Voyageurs SA or SNCB SA/NMBS NV.

Concerning SNCF Voyageurs SA:

Payment is made exclusively in euros, for a minimum amount of 1 euro. SNCF Voyageurs SA accepts the following methods of payment:

- payment cards issued by the CB, Visa and Mastercard networks (with the exception of specific cards);

- OUIGO Vouchers (on the OUIGO website or Application only). Vouchers can be combined.

Payments and payment card data are encrypted using RSA and TLS algorithms.

In the event of payment by Voucher, if the value of the Voucher is greater than the price to be paid online at the time of Reservation, SNCF Voyageurs SA will not refund the difference between the value of the Voucher and the price of the Reservation.

Once the Reservation has been paid for, the Purchaser has no right of withdrawal (in accordance with the provisions of Article L. 221-2 9° of the French Consumer Code).

Concerning SNCB SA/NMBS NV:

The amount due is payable immediately and in full. Payment can be made by ordinary bank card and/or by using the credit cards or home banking systems indicated on the B-Europe website. The secure services of Ingenico are used for online payment of any product purchased via the B-Europe Website or the SNCB-NMBS International App, regardless of the payment method chosen. More information on the control of payment data is available in the SNCB-NMBS International Privacy Policy.

If payment is not made in full, validly, or within the stipulated period, SNCB-NMBS International and the Carrier are entitled to terminate the Travel Contract and the Contract of Carriage respectively, without prior notice and by operation of law, to the detriment of the customer or the Passenger, to whom they may also invoice the costs of cancellation.

Once the Reservation has been paid for, the Purchaser has no right of withdrawal (in accordance with the provisions of Article L. VI.53 of the Code of Economic Law).

5.1.1.3. Reservation confirmation

After payment of the Reservation, confirmation is automatically sent by email to the address indicated when the Reservation is made. This confirmation recalls the details of the Reservation and indicates the Reservation Number.

Confirmation of the Reservation does not constitute an OUIGO Ticket and can in no way replace it.

SNCF Voyageurs SA and SNCB SA/NMBS NV decline all liability in the event of non-receipt of this email which is not due to a breach of its obligations (force majeure, error in the email address sent to SNCF Voyageurs SA / SNCB SA/NMBS NV by the Purchaser, incorrect setting of the Purchaser's email inbox, etc.).

5.1.2 Sending, printing and downloading the Ticket on the Application

The OUIGO Ticket must be printed or displayed on a Mobile (electronic PDF) or downloaded onto the OUIGO Application by the Passenger.

5.1.2.1 Delivery

Four (4) days before the date of the outward Journey (or at the time of the Reservation if it is made less than four (4) days before departure), an email containing the OUIGO Tickets of all the Passengers on the Reservation as an attachment in PDF format to be printed will be sent to the address indicated at the time of the Reservation. The person who receives this email is responsible for giving the OUIGO Tickets to each Passenger concerned.

À Each Journey corresponds to one OUIGO Ticket: return journeys are not included on the same Ticket.

5.1.2.2 Printing

If the Passenger chooses to print the OUIGO Ticket, it must be correctly printed to be valid.

The Passenger can print from:
Attachments to the email of the OUIGO Tickets or the OUIGO Website in the "My Reservations" section, indicating the Reservation Number and the email address given when the Reservation was made.

Printing must be carried out from a duly configured computer (equipped with software for reading PDF files and a laser or inkjet printer with a minimum resolution of three hundred (300) dpi). The OUIGO Ticket is valid only if printed on white A4 paper, blank on both sides, without modification of the print size, and in landscape format (horizontal). Only one Ticket can be printed at a time on each A4 sheet of paper (no double-sided printing).

Good print quality is essential. A partially printed, soiled, damaged or illegible OUIGO Ticket will not be accepted for inspection and will be considered invalid. In the event of an incident or poor print quality, it is the Passenger's responsibility to reprint their OUIGO Ticket. To check the print quality, the Passenger must ensure that the information written on the OUIGO Ticket and the barcode are legible.

SNCF Voyageurs SA and SNCB SA/NMBS NV decline all liability for any anomalies that may occur during printing insofar as they have not been caused intentionally by SNCF Voyageurs SA / SNCB SA/NMBS NV or as a result of the latter's negligence.

If the Passenger presents a OUIGO Ticket for inspection on a medium other than that required under the present article or with insufficient print quality, they may only board the OUIGO Train after verification by the Train Manager This access is granted based on an official identity document and, if applicable, the Reservation Number, against payment of the amount due for regularisation under the conditions defined in Article 5.5.1 of these Special Conditions.

In the event of modifications that require new OUIGO Tickets to be sent, the Passenger will be asked to reprint them.

5.1.2.3 Downloading a Ticket on the Application

If the Passenger wants to download their Ticket(s) on the OUIGO Application, they must enter their Reservation Number and the email address provided at the time of the Reservation. The QR code of the Ticket(s) in question is then downloaded to the Mobile and made available offline, enabling it to be inspected by the Train Manager.

It is the Passenger's responsibility to ensure that their Ticket is correctly downloaded before entering the boarding area, so as not to hinder boarding operations. They must also ensure that their Mobile has enough battery power.

If the Passenger presents a OUIGO Ticket for inspection on a medium other than that required under the present article, they may only board the OUIGO Train after verification by the Train Manager or a Personnel member. This access is granted based on an official identity document and, if applicable, the Reservation Number, against payment of the amount due for regularisation under the conditions defined in Article 5.5.1 of these Special Conditions.

5.2 Modification of the Reservation-Exchange of the OUIGO Ticket-Cancellation and Refund of the Ticket

5.2.1 Modification of the Reservation or Exchange of the OUIGO Ticket

A Reservation may be modified up to 30 minutes before the departure of the train for cases of modification or exchange referred to in the present article. Reservation modifications must cover all Passengers on the Reservation.

Except in special cases defined below, these modifications can be made on the OUIGO Website or Application, on the B-Europe Website and on certain Distributor Websites, by indicating the Reservation Number and the email address given at the time of reservation.

Any modification to the Reservation will result in a confirmation email being sent to the address given during the initial Reservation. If this modification is made less than four (4) days before the departure of the outward train, the modified OUIGO Tickets will be returned to the same address as attachments to the confirmation email and these new OUIGO Tickets must be printed or displayed on a Mobile (electronic PDF) or downloaded from the Application in order to access the train. The Tickets received before the modification are no longer valid and cannot be used for SNCF Voyageurs SA / SNCB SA/NMBS NV for access to the train.

5.2.1.1 General cases of Reservation modification or Exchange

These modifications may concern:

(i) Changes to the time and/or date of the Journey.

This constitutes an OUIGO Ticket exchange. The OUIGO Ticket can be exchanged under the following conditions on all OUIGO trains that have seats available. A OUIGO Ticket can only be exchanged for another OUIGO Ticket.

This exchange can be made up to 30 minutes before train departure and is subject to payment of a fee of nineteen euros (€19) per modified OUIGO Ticket. However, when the price of the modified Ticket is less than nineteen euros (€19), the exchange fee will not exceed its price. Please note that the free Companion for a holder of a disability card (demonstrating a degree of incapacity of 80% or more and a need for accompaniment) or an inclusive mobility card may be reimbursed for any exchange costs incurred by contacting the OUIGO Customer Relations Centre.

If the new Ticket is more expensive than the old one, the price difference is due, in addition to the supplement referred to in the previous paragraph. If the new Ticket is cheaper than the old one, this price difference is not refunded and remains acquired by SNCF Voyageurs SA / SNCB SA/NMBS NV.

Payment is made under the same conditions as those mentioned in 5.1.1.2 above.

The outward journey cannot be later than the return journey for a Reservation comprising an outward and a return journey.

(ii) Changes to the surnames and/or first names of the Passengers on the Reservation.

This operates a change of Passenger, as the OUIGO Ticket is named and personal.

If this modification is made more than sixty (60) minutes after payment of the initial Reservation, it is subject to the payment of a fee of ten euros (€10) per modified first and/or last name.

Payment is made under the same conditions as those mentioned in 5.1.1.2 above.

Changes to Passengers' first and last names apply to both the outward and return legs of a return Journey.

An Adult Passenger may only exchange their Ticket with another Adult Passenger. The same applies to Child Passengers, who can only exchange their Ticket with other Child Passengers.

It is recalled that the spaces provided on OUIGO trains for Wheelchair Users and their Companions are strictly reserved for them.

(iii) addition of a Child.

It is possible to add a Child, subject to the availability of Seats near the initial Reservation. For return journeys on the same Reservation, Children can only be added for both journeys.

The Child's seat may not be next to or in the immediate vicinity of the Seats of the initial Reservation but will always be in the same carriage.

The price of the Child OUIGO Ticket is fixed under the conditions specified in **Article 6.2** of these Special Conditions

(iv) addition of a Toupti.

It is possible to add a Toupti. For return journeys on the same Reservation, one (1) Toupti can only be added for both journeys.

The Toupti cannot be placed on a Seat; it must travel on the lap of its companion.

The Toupti travels free of charge under the conditions specified in Article 6.3 of these Special Conditions.

(v) Purchase of additional Options.

These Options are purchased under the same price conditions as those mentioned in Article 5 of these Special Conditions and under the same payment conditions as those mentioned in 5.1.1.2 above.

(vi) The addition of pushchairs

If Passengers want to add one or two pushchairs to their Reservation, they must indicate this information, which does not incur any charges. If the Reservation includes one or more Child or Toupti Tickets: when more than two strollers are included, or when no Child or Toupti is present in the Reservation, customers must subscribe to the Additional or Oversized Baggage Option.

(vii) Ban on exchanging a Ticket from the Paris-Brussels TC service to/from OUIGO Grande Vitesse or to/from OUIGO Train Classique

The only OD modification authorised for the Paris-Brussels OUIGO Train Classique Service is within the Paris-Brussels OUIGO Train Classique Service.

5.2.1.2. Special Reservation modifications

A Companion Ticket referred to in Article 3.4.2 A "Accessibility and need for accompaniment" must be modified by contacting the OUIGO Customer Relations Centre or the SNCB-NMBS Contact Centre. No fees will be charged for this modification.

5.2.2 Cancellation of the Reservation and Refund of the OUIGO Ticket

Without prejudice to the provisions of Article 3.3.2 of these Special Conditions, Reservations cannot be cancelled and OUIGO Tickets cannot be refunded.

5.3 Seating

The Seat number and carriage number of each Passenger are shown on the OUIGO Ticket.
SNCF Voyageurs SA and SNCB-NMBS make every effort, without guarantee, to place Passengers from the same Reservation next to or close to each other depending on how full the OUIGO Train is and any Options paid for.

If, due to service constraints, a replacement is made by SNCF Voyageurs SA and/or SNCB SA after the Tickets have been issued, the Passenger will receive this replacement information by email and receive new OUIGO Tickets with the new carriage and Seat numbers. These new Tickets must be printed before boarding; if not downloaded the old Tickets will no longer be valid.

5.4 OUIGO Ticket reception and inspection operations

5.4.1 Passenger reception

A valid OUIGO Ticket (excluding any other ticket) to access OUIGO trains.

Passengers are welcomed and OUIGO Tickets are inspected by the Train Manager, who provides Passengers with useful information about their Journey and the boarding of the OUIGO Train.

Reception and inspection operations take place for Paris-Brussels on OUIGO Train Classique: during the journey.

All Passengers on the same Reservation must present themselves together for inspection.

To ensure that OUIGO trains depart under the best possible conditions, Passengers are asked to be present at the platform no later than five (5) minutes before the departure time indicated on the Ticket for Paris-Brussels by OUIGO on a Train Classique.

Passengers are therefore invited to take all necessary steps to ensure that they travel to the departure station in conditions that comply with this rule. For operational and safety reasons, access to the OUIGO train is no longer guaranteed from five (5) minutes before the departure time. Passengers cannot claim a refund or compensation in this respect.

Failing this, if circumstances so require and if this is likely to compromise the regularity of train operations, the Train Manager may prohibit access to the train and/or order Passengers who arrive late to leave the railway premises, in accordance with the provisions of Article L2241-6 of the Transport Code (France) or Articles 3 and 35 of the Law governing the transport police of 27 April 2018 (Belgium). If necessary, Passengers may be denied access to the train by law enforcement officers if they refuse to comply. Passengers cannot claim a refund or compensation in this respect.

5.4.2 Ticket inspection

Tickets are inspected by the Train Manager on Paris-Brussels OUIGO Train Classique trains.

Passengers must spontaneously present their Ticket and proof of identity to the persons mentioned in the above paragraph upon request. As the OUIGO Ticket is named and personal, the Passenger must present a valid identity document with photograph (national identity card, passport, driver's licence or residence permit) in addition to their OUIGO Ticket. Family record books are accepted for Children. If the Passenger is unable to present one of the above-mentioned identity documents, the penalty applied is that referred to in Article 5.5.2 of these Special Conditions.

Passengers travelling with their Toupti on their lap must provide proof of the Toupti's identity and age using an identity document or family record book.

A Passenger can use only one Seat. No Seat Reservations will be accepted for pets or Luggage.
The Personnel in charge of boarding may ask the Passenger to give up their Seat to another Passenger who could not occupy the Seat they reserved.
SNCF Voyageurs and SNCB SA/NMBS NV may use Reserved Seats that are not occupied in accordance with the ticket, during the journey from the station of origin of the Reservation.

OUIGO Tickets can only be used for the Journey with the dates, times, train number and OUIGO carriage indicated.

5.5 Irregular or fraudulent situations

5.5.1 Irregular situation

A Passenger is in an irregular situation if, in the controlled area or on a OUIGO Train, they are unable to present a valid OUIGO Ticket to the Train Manager in accordance with the provisions of these Special Conditions and the Transport Code, i.e. in particular any Passenger who:

I. Is carrying more than two (2) pieces of Additional luggage;

II. Is carrying a pet without having added an Animal to the Reservation and paid the corresponding amount;

III. Does not have a OUIGO ticket;

IV. Presents a OUIGO ticket whose barcode shows that it has already been inspected and is no longer valid;

V. Presents a OUIGO Ticket that is not valid for the Journey, date and time;

VI. Is unable to show proof of identity that they are the person mentioned on the OUIGO Ticket, is unable to show proof of identity that the age category corresponds to the fare applied or to the mention of a Toupti on the Ticket, is unable to show proof of the reduced price of their ticket;

VII. Extends their Journey beyond that corresponding to their OUIGO Ticket

VIII. Uses a counterfeit or falsified OUIGO Ticket;

IX. Occupies a Seat reserved by a Wheelchair User with a ticket for another type of Seat;

X. Has reserved a free seat for a Companion, but cannot provide proof of a disability card or a Mobility Inclusion Card in the name of one of the two Passengers on the Reservation showing a degree of disability greater than or equal to 80% and the need for accompaniment;

XI. Transport of one (or more) Additional or XL Luggage items without purchasing the Option.

XII. Is seated in an "XL Seat" without having purchased the Option.

XIV. Is transporting a dismantled Bicycle, a e-scooter or a non-dismantled bike without having purchased the appropriate Option.

5.5.2 Commercial regularisation

For the Paris-Brussels OUIGO Train Classique Service, commercial regularisation takes place in the event of an irregular situation, even if there are no more Seats available on the OUIGO Train, and even if the Passenger has not spontaneously presented themselves to the Train Manager during the inspection on the train to inform them of the irregularity of their situation.

In this case, irrespective of the Journey in question and subject to the above provisions, the Train Manager will offer the Passenger the opportunity to regularise the situation on a commercial basis by paying on-board charges amounting to:

I. Assumption (i) referred to in Article 5.5.1 above: twenty euros (€20)
II. Assumption (ii) referred to in Article 5.5.1 above: twenty-five euros (€25)
III. Assumptions (iii) to (vi) referred to in Article 5.5.1 above: current on-board fare (€59 for Paris-Brussels on OUIGO Trains Classique) plus €15 issuing costs;
IV. Assumptions (vii) to (X) referred to in Article 5.5.1 above, current on-board fare On-board fare for a route extension: €15 and for other assumptions: €59 plus €15 issuing fee.
V. Assumption (XI) referred to in Article 5.5.1 above: five euros (€5) per luggage
VI. Assumption (XII) referred to in Article 5.5.1 above: twenty-two euros (€22)

Assumption (XIII) referred to in Article 5.5.1 above: twenty euros (€20) for a folded/disassembled bike in a cover and twenty-five euros (€25) for a non-disassembled or non-folded bike.
Commercial regularisation implies the immediate payment of this price to the Train Manager.

Payments can only be made in cash or by CB, Visa or Mastercard bank cards (except for specific cards). In the event of failure to pay the price immediately, the infringement will be recorded under the conditions defined in Article 5.5.3 below.

As part of the Paris-Brussels OUIGO Train Classique Service, if the regularisation is carried out by an SNCB-NMBS Train Manager, payments are made exclusively by CB, Visa or Mastercard bank card. If it is not possible to pay the fare by bank card, the SNCB-NMBS Train Manager will issue an acknowledgement of debt to the Passenger so that, depending on the irregularity committed, the Passenger can pay the charges set out in the paragraph above.

5.5.3 Offences and penal transactions

In accordance with the provisions of Articles 529-3 and 529-4 of the Code of Criminal Procedure (France) or Article 32 of the Law governing the transport police of 27 April 2018 (Belgium), the Train Manager proposes a transaction to any Passenger in an irregular or fraudulent situation. The transaction is completed by the Passenger paying the following amounts:

For a Passenger in an irregular situation referred to in Assumptions (i), (ii), (vii), (xi), (xii) and (xiii) of Article 5.5.1: the amount of the payment shortfall, where applicable, plus a flat-rate fee of fifty euros (€50).

For a Passenger in a fraudulent situation referred to in Assumption (iii), (iv), (v), (vi) et (viii), (ix) and (x) of Article 5.5.1: the price of the on-board fare in force is €59, plus a flat-rate fee of €50.

In addition, Passengers travelling on OUIGO Trains are subject to the same policy regarding behavioural offences as described in the SNCF Passenger Tariffs, in Appendix 7 of Volume 7 entitled "Flat-rate fees applicable to contraventions of the rail transport police" (France) or in the SNCB-NMBS General Conditions of Carriage, Article 7.2, and more generally the Law of 27 April 2018 governing the transport police (Belgium).

If the Passenger is unable or unwilling to pay the requested amount immediately, the Train Manager draws up a statement of offence or irregularity (Regularisation). The penal transaction is deferred and a handling fee of fifty euros (€50) is added to the sum stated in the previous paragraph. When drawing up the official report, the sworn and approved Train Manager is authorised to note the name and address of the offender. If necessary, they may request the assistance of an officer of the judicial police (France) or an agent of the security or police services (Belgium).

If the Passenger refuses or is unable to prove their identity, the Train Manager will immediately report the matter to a police officer, who may then order the offender to be brought before them without delay.

- **If an official statement of offence is drawn up against them by a member of SNCF Personnel on French territory**, the offender has two months in which to:

make the payment:

- online at https://www.contravention-sncf.fr
- by telephone, using a bank card, by calling 04 26 211 600 (price of a local call, Monday to Friday, 08.15 am to 6.30 pm, excluding public holidays).
- by post, with a cheque made payable to SNCF VOYAGEURS and sent to: SNCF – SECTEUR BD – TSA 90031 - 33044 BORDEAUX CEDEX
- at a station ticket office using any means of payment

Or

Send a written, reasoned protest to the SNCF Voyageurs SA Penalty Collection Service, whose contact details are:

- online at https://www.contact-contravention.sncf.com/
- By post, to: SNCF - SECTEUR BD - TSA 90031 - 33044 BORDEAUX CEDEX

If payment is not made within the legal time limit, and in the absence of any protest, the official report is sent to the Public Prosecutor's Office and the offender becomes liable to the Treasury for an increased fixed fine, in accordance with Article 529-5 of the French Code of Criminal Procedure.

- **When a finding of irregularity is made against them by an SNCB-NMBS Personnel member on Belgian territory**, the offender has a period of fourteen (14) calendar days (including the date of the events) to:

make the payment:

- Online at https://www.belgiantrain.be/en/my-account/myregularisation
- At an SNCB-NMBS ticket machine
- at an SNCB-NMBS station ticket office using any means of payment

Or

Send a written, reasoned protest to the SNCB-NMBS Customer Services, whose contact details are:

- Online at https://www.belgiantrain.be/en/support/forms/ticket-on-train-and-fine
- By post, to: SNCB-NMBS Customer Services - Service clientèle 10-14 B-CS.642, Avenue de la porte de Hal 40, 1060 Brussels, Belgium

In accordance with Article 32, §1 of the aforementioned law of 27 April 2018, this payment removes any administrative or criminal action against the Passenger. If the Passenger fails to respect the aforementioned deadline, a statement of

offence or official report, as the case may be, is drawn up against the Passenger and forwarded to the sanctioning agent or the competent public prosecutor respectively.

6 OUIGO FARE STRUCTURE

6.1 Price formation

The OUIGO fare structure consists of a price applicable to all Passengers on the same Reservation on the same Train, and determined solely based on the Journey and the Reservation period.

No social or subsidized price, fare reduction, subscription, commercial card or SNCF Voyageurs SA or SNCB SA/NMBS NV loyalty programme applies to the fares offered for a Paris-Brussels Journey on OUIGO Train Classique.

Only specific commercial rates for Children apply and detailed in Article 6.2. below.

6.2 Children's commercial rate

"Child" is understood to mean a Passenger whose age is strictly under twelve (12) years on the date of the Journey.
OUIGO has introduced a non-restrictive fare for Children, regardless of how early the Reservation is made, amounting to five euros (€5) on Journeys within France and eight euros (€8) on international Journeys for Paris-Brussels on OUIGO Train Classique, per Child and per Journey, depending on the type of Train.

A Reservation must contain at least 1 Adult Passenger whose age is strictly over twelve (12) on the date of the Journey.
A Reservation may not include more than eight (8) Child Passengers per Adult Passenger.
Minors or persons under guardianship remain under the responsibility of their parents or guardians in all cases. It is the Passenger's responsibility to ensure that they are able to make the planned Journey in complete safety.

6.3 Toupti offer

"Toupti" is understood to mean a Passenger whose age is strictly under four (4) years on the date of the first Journey.
The Toupti can travel free of charge on the lap of its Companion.
Payment of the Child fare is compulsory for them to travel with a Seat. The Toupti allows the addition of a free pushchair, but not an extra piece of Luggage. A Reservation must contain at least one (1) Adult Passenger whose age is strictly over twelve (12) on the date of the Journey.
A Reservation may not include more than eight (8) Child Passengers per Adult Passenger and only one (1) Toupti.
Minors or persons under guardianship remain under the responsibility of their parents or guardians in all cases. It is the Passenger's responsibility to ensure that they are able to make the planned Journey in complete safety.

7 MISCELLANEOUS PROVISIONS

7.1 Intellectual property

SNCF Voyageurs SA is the exclusive owner of:

- the word mark "OUIGO", filed with the INPI on 6 January 2012 and registered under number 123 887 175 for goods and services in classes 12, 16, 35 and 39.

- the word mark "OUIGO", registered on 4 July 2012 with the WIPO under number 1,129,263 for goods and services in classes 12, 16, 35 and 39, insofar as it designates the European Community and Switzerland.

- the semi-figurative trademark "OUIGO", filed with the INPI on 29 October 2012 and registered under number 123 956 777 for goods and services in classes 12, 16, 35 and 39.

Any reproduction of the "OUIGO" brand, for any reason, in any form or on any medium whatsoever, is strictly prohibited.

SNCF Voyageurs SA and its partners hold all the intellectual property rights relating to the OUIGO Website and Application.

Access to the OUIGO Website and Application does not grant the Passenger any intellectual property rights relating to these sites, which remain the exclusive property of SNCF Voyageurs SA and its partners.

The elements accessible on the OUIGO Website and Application, notably in the form of texts, photographs, images, icons, maps, sounds, videos, software, data and databases, are also protected by intellectual and industrial property rights and other private rights held by SNCF Voyageurs SA and its partners.

Unless explicitly stated in the Special Conditions, the Passenger may under no circumstances reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, all or part of the OUIGO Website or Application without the prior written consent of SNCF Voyageurs SA. The Passenger is informed that this prohibition applies in particular, but not exclusively, to practices such as "scrapping" or the use of robots to extract and/or reproduce any element of the OUIGO Website or Application.

The use of all or part of the OUIGO Website or Application without the prior authorisation of SNCF Voyageurs SA, for any reason whatsoever, may be the subject of any appropriate action, in particular action for infringement.

The insertion of hypertext links to any part of the OUIGO Website or Application is prohibited without the prior written consent of SNCF Voyageurs SA.

SNCB-NMBS is the exclusive owner of:

- the European Union word mark "SNCB-NMBS" number 008382392, filed with the EUIPO on 23 June 2006 to designate goods and services in classes 9, 12, 14, 16, 18, 25, 35, 39, 41;
- the European Union semi-figurative trademark "SNCB-NMBS" number 010117299, filed with the EUIPO on 12 July 2011 to designate goods and services in classes 9, 12, 14, 16, 18, 25, 35, 39, 41.

Any reproduction of the "SNCB-NMBS" brand, for any reason, in any form or on any medium whatsoever, is strictly prohibited.

SNCB-NMBS holds all the intellectual property rights relating to the B-Europe website and the SNCB-NMBS International App.

Access to the B-Europe website and the SNCB-NMBS International App does not grant the Passenger any intellectual property rights relating to these sites, which remain the exclusive property of SNCB SA/NMBS NV.

The elements accessible on the B-Europe website and the SNCB-NMBS International App, notably in the form of texts, photographs, images, icons, maps, sounds, videos, software, data and databases, are also protected by intellectual and industrial property rights and other private rights held by SNCB SA/NMBS NV.

Unless explicitly stated in the Special Conditions, the Passenger may under no circumstances reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, all or part of the B-Europe website and the SNCB-NMBS International App without the prior written consent of SNCB-NMBS. The Passenger is informed that this prohibition applies in particular, but not exclusively, to practices such as "scrapping" or the use of robots to extract and/or reproduce any element of the B-Europe website and the SNCB-NMBS International App.

The use of all or part of the B-Europe website and the SNCB-NMBS International App without the prior authorisation of SNCB SA/NMBS NV, for any reason whatsoever, may be the subject of any appropriate action, in particular action for infringement.

The insertion of hypertext links to any part of the B-Europe website and the SNCB-NMBS International App is prohibited without the prior written consent of SNCF Voyageurs SA.

7.2 Privacy Protection

All the information you need to understand how your personal data is used by SNCF Voyageurs SA can be found in its Privacy & Cookies Charter.

All the information you need to understand how your personal data is used by SNCB SA/NMBS NV can be found at https://www.b-europe.com/EN/Legal/Privacy

7.3 Access to the OUIGO Website and the OUIGO Application

SNCF Voyageurs SA does not guarantee that the Website, the OUIGO Application and the Distributor Sites are free from anomalies or errors. Should any anomalies or errors occur, SNCF Voyageurs SA does not guarantee that they can be corrected, nor that the Website, the OUIGO Application and the Distributor Sites will function without interruption or breakdown.

By making a Reservation for any product or service marketed by SNCF Voyageurs SA under the OUIGO® brand, the Purchaser declares that they are aware of and accept the characteristics and limits of the Internet, in particular its technical performance, response times for consulting, querying or transferring data and the risks associated with the security of communications, the connection and the transmission of data on the Internet, in particular when making payment transactions.

Consequently, SNCF Voyageurs SA can in no event be held liable for any direct or indirect damage resulting from, in particular:

- the failure of any receiving equipment or communication lines;
- problems with the routing, downloading and/or loss of any electronic mail and, more generally, problems causing the loss of any data;
- problems downloading the OUIGO Application, resulting in particular from a malfunction of the Internet network;
- software malfunctions;
- the consequences of any virus, anomaly or technical failure;
- any other malfunction of the Internet network, as well as any technical, hardware or software failure of any kind, which prevented the Reservation from running smoothly.

SNCF Voyageurs SA cannot accept any claim or refund relating to any non-performance or poor performance of the service provided if this is attributable to the Purchaser, or results from the actions of a third party to the service, unforeseeable circumstances beyond its control or a case of force majeure.

7.4 Customer service, complaints and mediation

7.4.1 Claims for personal injury on French territory (SNCF)

Claims for personal injury must be made in writing within 12 months of the date on which the claimant became aware of the injury.

If the injury occurred at the station, you must send your claim to:

SNCF Gares et Connexions SA
Customer, Marketing and Technology Department
16 avenue d'Ivry
75647 Paris Cedex 13

If the injury occurred on board, or while boarding or alighting from a train:

SNCF VOYAGEURS SA
Legal and Compliance Department
1 rue Camille Mocke
93212 Saint-Denis Cedex

7.4.2 Other claims in France (SNCF)

All requests for information or clarification and complaints should be addressed to the Customer Relations Centre online using the OUIGO.com website under the heading "Help and Contact".

However, the Purchaser or Passenger may also send their request by post to SNCF Customer Relations Service- OUIGO, 62973 ARRAS Cedex 9.
Claims other than those relating to personal injury must be made within three months of the end of the train journey. The Customer Relations Centre will give a reasoned reply within one month of receipt of the claim, or, where the situation justifies it, inform the Passenger that they will receive a reply within less than three months of receipt of their claim.

After unsuccessfully lodging a complaint with the Customer Relations Centre, the Passenger may lodge a complaint with the Direction Générale de la Concurrence, de la Consommation et de la Répression des Fraudes (DGCCRF) within three months of receiving information about the rejection of their initial complaint.
By mail: DGCCRF- Réponse Conso – B.P.60 – 34935 Montpellier Cedex 9
By phone: 0809 540 550
Via signal.conso.gouv.fr »

7.4.3 Mediation in France (SNCF)

If the response provided by the Customer Relations Centre is not satisfactory, or in the absence of a response from this service within the deadlines indicated in 9.4.2, the Purchaser or Passenger may have recourse to a mediation procedure:

- by contacting the SNCF Voyageurs SA Mediation Officer by post at the following address:

TSA 37701 - 5 Tourcoing Cedex or visit our website: https://mediation-sncf.my.site.com/mediation/s/?language=en_US

- and/or by accessing the European online dispute resolution platform at the following address: http://ec.europa.eu/odr.

The Purchaser or Passenger remains free to accept or refuse recourse to mediation and, in the event of recourse to mediation, each party is free to accept or refuse the solution proposed by the mediator.

The Purchaser or Passenger may only refer their complaint to the Mediator if they have first contacted the Customer Relations Centre.

All requests relating to technical difficulties or payment incidents linked to the use of a Distributor Website must be addressed to the travel agency responsible for this site.

7.4.4 Claims in Belgium (SNCB-NMBS)

§1. Any dispute between SNCB-NMBS and its Customer falls under the exclusive jurisdiction of the courts of the judicial district of Brussels and is settled in accordance with Belgian law.

§2. Without prejudice to the specific rules on train cancellations and delays referred to in Article 11, and in compliance with the limitation periods referred to in Regulation 2021/782 on the rights and obligations of Passengers, the entitled person must address any claims relating to the liability of SNCB-NMBS for the part of the transport carried out by the latter, in writing, to SNCB-NMBS at the following address:

SNCB-NMBS Customer Services
Service clientèle
10-14 B-CS.642
Avenue de la Porte de Hal 40
1060 Brussels

or by completing the form on the SNCB-NMBS website:
https://www.belgiantrain.be/en/support/forms

§3. Claims will only be accepted if the Customer or their beneficiary encloses a valid ticket or, in the case of a digital ticket, proof of purchase.

§4. Tickets and other documents that the Customer or their beneficiary deems useful to enclose with their claim must be presented in the original.

In any event, SNCB-NMBS may demand the return of the original tickets.

§5. If SNCB-NMBS receives a claim when it is not the liable carrier, it will forward the complaint to the carrier considered liable and notify the customer or their beneficiary within one month.

7.4.5 Mediation in Belgium (SNCB-NMBS)

If the Customer or their beneficiary is not satisfied with the outcome of SNCB-NMBS's handling of their complaint, they can request the intervention of Ombudsrail, an independent mediation body.

These are the contact details:

Mediation service for rail Passengers
Boulevard Roi Albert II, 8/5
1000 Brussels
T. 0800 25 095 (national)
T. +32 2 221 04 11 (from abroad)
plaintes@ombudsrail.be
http://ombudsrail.be/en