

# TERMS AND CONDITIONS

This document sets out the general terms and conditions applicable to the booking of tickets/passes with Voyages-sncf UK Limited ("VSL", "we" "us"). VSL may vary these terms and conditions (and those relating to specific products made available by us) at any time and we will show any alterations to them on the VSL website for direct customers at Voyages-sncf.com; and for trade customers at Voyages-sncf.eu. You should check the current applicable terms and conditions regularly. Please note that passes are not available through either the VSL mobile telephone application ("Mobile App") or the VSL mobile telephone website ("Mobile Website").

You will be deemed to have accepted the applicable terms as may have been varied as at the time of booking after they have been displayed to you.

Where you are acting as agent for and on behalf of a customer/passenger, this document applies to both your relationship with VSL and your customer's relationship with VSL and you must ensure that you bring these General Terms and Conditions of Booking to your customer's attention. References to 'you' or 'your', where applicable, shall include a reference to both the customer and you as agent acting on behalf of the customer and will be construed accordingly.

Please note that each Ticket/Pass (as defined below) will have its own specific fare conditions that will apply to the particular booking in question. You are advised to read these separately as these are deemed to have been accepted by you in full at the time your booking is confirmed.

Glossary of terms used in these General Terms and Conditions of Booking:

<b>"Booking Reference":</b>	the VSL reference given at the time of booking. This is usually a code consisting of a group of 8 numbers.
<b>"Carrier":</b>	a carrier, tour operator or other service provider providing carriage or travel services to passengers pursuant to a Ticket or a Pass.
<b>"CIV":</b>	Conventions concerning the terms applying to international carriage by rail.
<b>"E-ticket" :</b>	an entitlement to travel that has been received via email and is required to be printed on A4 paper prior to travel (Print@Home) or an m-ticket barcode received on a mobile phone for bookings made on certain routes via the Mobile Phone App (m-ticket).
<b>"Force Majeure":</b>	a major event that is outside the reasonable control of a) VSL and/or b) any Carrier, whose services are or may be affected by such event.
<b>"Pass":</b>	an entitlement to and for travel and other services which may in some instances require a Reservation. Passes are not available via the Mobile App or the Mobile Website.
<b>"PNR reference":</b>	the six letter code used to retrieve TODs.
<b>"Reservation":</b>	a ticket that provides a seat allocation on a specific service or product.
<b>"Ticket":</b>	a ticket for travel as described in the booking (which for the avoidance of doubt shall be deemed to include TODs and E-tickets where the context so requires).
<b>"Ticket on Departure (TOD)":</b>	a ticket that must be printed and collected from the self-service ticket machine at the departure station of the Carrier.

You should read the following conditions carefully.

## 1. Your contract

1.1. When a Ticket or Pass is purchased from VSL, the contract between you and VSL is for VSL to only supply a valid Ticket/Pass for the relevant Carrier and nothing more. It is discharged and fully performed by VSL when VSL supply the Ticket/Pass to you. The Carrier's terms and conditions and the General Terms and Conditions of Booking applying to the Ticket/Pass purchased by you are agreed by and taken as accepted by you at the time of payment (including any additional terms specific to the product purchased).

1.2. For all matters associated with the actual travel and use of the Tickets/Passes, your contract is directly with the relevant Carrier. VSL acts only as an agent for them and will not be liable for any matters arising from, or connected with, the actual travel or use of the Tickets/Passes as that does not form part of the contract with VSL. Note that any entitlement to refunds will be as set out in the Carrier's terms.

1.3. References to Passes in these General Terms and Conditions of Booking do not apply, for the avoidance of doubt, to the booking of Passes by customers through the Mobile App or the Mobile Website as it is not possible for customers using the Mobile App or the Mobile Website to book Passes on those platforms.



1.4. The contract with the relevant Carrier includes the following, to which the use of the Tickets/Passes is expressly subject;

1.4.1 Where travel is within one country and on Eurostar services, the relevant Carrier's conditions of carriage and any byelaws of the Carrier;

1.4.2. Where travel is with two or more Carriers in different countries which are party to the International Rail Convention:

- a) the Uniform rules concerning CIV: [http://www.otif.org/pdf\\_external/e/RU-CIV-1999-e.PDF](http://www.otif.org/pdf_external/e/RU-CIV-1999-e.PDF);
- b) the Uniform Additional Regulations;
- c) the conditions of the Standard International Tariffs for the Transport of Passengers and their Luggage; and
- d) the Carrier's conditions of carriage and any byelaws of the Carrier applying to that Ticket/Pass (or relevant element of the same) or the travel services they provide.

1.5. Car hire, insurance and other non-rail services made available and booked are subject to the conditions of the supplying service provider, whether or not they are booked at the same time as a rail journey.

1.6. Your separate contracts with VSL and the Carrier are formed and apply from the time the booking is confirmed by VSL and payment received.

1.7. The CIV and applicable Carrier's conditions of carriage referred to above (as the case may be) contain express and binding limitations on the Carrier's liability to passengers. You are strongly advised to read the CIV and Carrier's conditions of carriage as you agree to be, and are, bound by them. Copies of these are available on request and at the website address given in clause 1.4.2(a).

## **2. Your Booking**

2.1 Where Tickets/Passes are booked directly with VSL, please contact VSL with any queries or questions you may have. Where Tickets/Passes are booked through a travel agent or tour operator, please contact your travel agent or tour operator with any queries or questions you may have and the travel agent or tour operator will contact VSL on your behalf.

2.2 All group bookings (being 10 people or more) must be made via the VSL Trade Groups Contact Centre or they may not be effective. In the event that a Carrier finds a group of more than 10 passengers travelling together without having the correct Ticket applicable to a group booking, the Carrier reserves the right and may exercise such right to cancel the Ticket and require the passengers to re-purchase a Ticket at the rate available at the time of travel before the travel or to exclude the passengers from travelling. In these circumstances, VSL accepts no liability whatsoever for any loss or liability incurred relating to a group booking of 10 people or more as a result of the group booking not being made in accordance with this clause.

2.3 Fares quoted can vary before the point a booking is confirmed and a contract is formed. This is generally because Carriers offer several different fare bands which may include a number of discounted fares. These are all subject to availability and VSL is only able to sell the fares that are made available to it by the Carriers at any particular time. Once all seats allocated to a particular fare band have been sold, VSL is no longer able to book these fares. As a result, information on availability and fares provided via the internet can only be confirmed at the point that a booking is added to the basket page.

2.4 Your booking may incur one or more of the following fees: a booking fee, credit card fee, postage and packing charges, and/or other applicable fees. These will be confirmed to you at the time of booking.

2.5 Pursuant to clause 1.6, a contract is only formed once payment has been received and the booking confirmed by VSL. For the avoidance of doubt, your act of booking means you agree that VSL shall have no responsibility or liability to you with respect to any subsequent changes to i) a Carrier's advance booking period, ii) the availability or non-availability of its offers, or iii) its offer terms made at any time before a contract is formed. VSL's e-mail reminder service is not warranted to be served at any particular time or to include any such changes and it shall be your responsibility to check all such changes and final contract terms.

2.6 VSL reserves the right to request payment of a deposit in respect of each proposed booking. Failure by you to comply with such request may prevent VSL accepting the booking.



2.7 VSL confirms (and you agree with) details of the booking, the price and any conditions that apply to the Tickets/Passes at the time of booking, all of which are clear and available to you at that time and shown to you on whatever media you are using. This is the moment at which payment is made or originated to VSL. VSL accepts no liability for, and it is agreed VSL shall not be liable for any, Ticket/Pass errors which are the result of incorrect or incomplete information provided at the time of booking.

2.8 By accessing the internet, Mobile App or Mobile Website and entering booking references a direct customer can review any past booking made through the internet, the Mobile App or the Mobile Website until 28 days after the travel date of that booking.

2.9 Direct customers are unable to access, via the Mobile App and Mobile Website, their customer accounts on the main VSL Website.

2.10 Breaks in the journey are only allowed if the Ticket type expressly permits them.

**2.11 Ticket issue through VSL's Contact Centre ("Contact Centre"):**

Tickets/Passes will be despatched by VSL to the UK delivery address specified by standard post (7-10 working days delivery timeframe), unless express delivery (3 working days delivery timeframe) is requested. VSL is not responsible for loss or non-delivery. Express delivery is highly recommended where date of travel or delivery of tickets is required within 10 days of booking. Charges will apply in both cases. VSL is not responsible for loss or non-delivery should special delivery not be chosen. TODs and E- tickets may be offered on some routes.

**Ticket issue through the internet:** Tickets/Passes will be despatched to the UK delivery address specified by express delivery unless first-class post is requested. Tickets must be despatched by special delivery where date of travel is within 10 days of booking. Express delivery is highly recommended where delivery of tickets is required within 10 days of booking. VSL is not responsible for loss or non-delivery should special delivery not be chosen. Passes will be sent by express delivery only. Charges will apply in both cases. TODs and E-tickets may be offered on some routes.

**Ticket issue through the Mobile App and the Mobile Website:** Tickets will be despatched to the UK delivery address specified by first-class post if the booking is done more than 10 days before the travel date. Tickets will be despatched by standard delivery where date of travel is within 10 days of booking. VSL is not responsible for loss or non-delivery should express delivery not be chosen. Charges will apply in both cases. TODs and E-tickets may be offered on some routes.

2.12 In the event that Tickets/Passes are sent to the delivery address specified at the time of booking, VSL accepts no loss or liability whatsoever for (and it is agreed that VSL shall not be liable for) any Tickets/Passes which are lost in their onward transmission where VSL has complied with its obligations to issue the Tickets/Passes or send the Tickets/Passes to the delivery address specified in accordance with these General Terms and Conditions of Booking.

2.13 In all cases the liability for transportation and delivery of Tickets/Passes after time of posting or issuing into the delivery system shall be your risk and responsibility and not VSL's.

2.14 Payment for telephone, internet, Mobile App or Mobile Website bookings must be made by credit or debit card.

2.15 Travel agents or tour operators may be eligible for credit facilities with VSL. In the event that such a facility has been granted to you, its use is strictly subject to VSL's credit terms and conditions applicable at the time. VSL reserves the right refuse you credit facilities, to vary the terms of use or withdraw the facility altogether at any time.

2.16 Telephone, internet, Mobile App or Mobile Website bookings and the details thereof quoted online are not confirmed or final until the booking is confirmed and VSL receives payment.

2.17 When booking through the Contact Centre, if VSL is unable to obtain payment from the card company or organisation offered when the booking is made, we will attempt to contact you as soon as possible by phone and/or letter/e-mail. If, however, VSL is unable to take payment and does not or cannot contact you, we reserve the right to cancel the booking at any time. You agree it is reasonable that VSL is not liable in any way arising as a result of a cancellation made due to our inability to take payment for any reason.



2.18 Where bookings have been made using a travel agent or tour operator's credit facility, if payment has not been made to VSL in accordance with their credit facility's payment terms or if the agent or operator has exceeded its credit limit with VSL, we will attempt to contact you by phone and/or letter/e-mail. If, however, VSL is unable to take payment and does not or cannot contact you, VSL reserves the right to cancel the booking at any time. You agree it is reasonable that VSL is not liable in any way arising as a result of a cancellation made in these circumstances.

### **3. Upon receipt of Tickets**

3.1 It is your responsibility to check Tickets, Passes and itinerary upon receipt and to check their accuracy and completeness. Any discrepancies MUST be notified within 2 days of receipt of tickets for bookings made through the Contact Centre. VSL will assume that Tickets/Passes have been accepted as correctly issued unless any errors are brought to our attention by the person who ordered the Tickets/Passes – if a direct customer, by your calling the Contact Centre on 0330 822 0333 between 08.00 and 20.00, Monday to Saturday or by the travel agent or tour operator calling the Trade Contact Centre on \*0844 848 4066 between 09.00 and 19.00, Monday to Friday and 09.00 and 18.00 on Saturday. \*Calls cost 7p per minute plus your phone company's access charge. Please note that any failure to comply with this time limit means the right to correct such discrepancies will be lost (although VSL will make reasonable efforts to do so). For telephone, internet Mobile App or Mobile Website bookings, any responsibility for incorrect dates/times are yours at the time of booking and we can only assist if the Tickets/Passes are exchangeable.

3.2 Amendments cannot usually be made to non-exchangeable/non-refundable Tickets/Passes.

3.3 For telephone, internet, Mobile App or Mobile Website bookings, if Tickets have not been received within 10 days of booking confirmation (or 3 working days where express delivery was required), you should contact the Contact Centre on 0330 822 0333 between 08.00 and 20.00, Monday to Saturday

3.4 For TOD bookings and E-tickets, if the email confirmation to you enabling you to pick up or print your Tickets (or your m-ticket barcode, if applicable) has not been received within 2 hours of your booking, then please contact the Contact Centre on 0330 822 0333 between 08.00 and 20.00, Monday to Saturday. In the event that you have not received this email/barcode and you fail to contact VSL in accordance with this clause 3.4, VSL accepts no loss or liability to you whatsoever for any E- ticket which has not been received or inability to collect your TOD and any consequential loss or costs that this may incur arising from your inability to travel or otherwise.

### **4. Changes requested by you**

4.1 Tickets/Passes with a compulsory reservation can only be used on the service specified on the Ticket. To travel at another date or time, Tickets/Passes will need to be exchanged (if its conditions allow) or another Ticket to travel purchased.

4.2 Not all Tickets/Passes are exchangeable or refundable. You will be notified of the conditions of the Ticket/Pass during the purchasing procedure (Contact Centre). In the case of telephone, internet, Mobile App or Mobile Website bookings, you select the Ticket/Pass with the conditions required at that time and no changes can be made.

4.3 Where applicable Ticket conditions allow an exchange, this can be for the date and time only but the route, seating, and passenger names cannot be changed. All Ticket exchanges are subject to availability in the same fare band as the Ticket purchased. If there is no availability, you may be able to exchange to a different fare band or upgrade at additional cost, subject to availability of fares on that service. You will be required to physically produce ALL Tickets (both outbound and return) to us in order that an exchange may be made (this applies to exchanges made prior to, during and after travel where the applying Ticket conditions allow this). Failure to do this will lose your entitlement to an exchange and will prevent us from exchanging Tickets.

4.4 Unless Ticket conditions specifically allow otherwise, exchanges can only be made prior to the date and time on the Ticket. All exchange replacement dates shall only be for a date within 2 months of the original travel date.



4.5 For exchange conditions applying to Passes, the relevant applicable Pass conditions will apply.

4.6 An administration charge may be made for any changes or cancellations requested.

4.7 Where exchanges are permissible, they can be made by calling the Contact Centre on 0330 822 0333 during opening hours for customers who have made bookings directly with VSL and through the Trade Contact Centre on 0844 848 4066 during opening hours for bookings made via travel agents and tour operators or possibly at the departure station prior to departure. They cannot be made on or through the internet, Mobile App or Mobile Website. Exchanges can only be undertaken if ALL Tickets/Passes related to the booking are returned in accordance with clause 9. Return of Tickets will be by express delivery which will incur an additional charge to be paid by you.

4.8 For TOD and E-tickets where exchanges are permissible, exchanges can be made by calling the Contact Centre on 0330 822 0333 during opening hours or at the departure station prior to departure. (The departure station being Eurostar for Eurostar journeys and the SNCF departure station for French journeys and beyond). Exchanges cannot be transacted outside France.

## **5. Changes required by VSL**

5.1 VSL can at any time prior to the booking, subject to clause 5.2, vary the price of the Ticket/Pass without notice pursuant to clause 2.3 and amend the confirmation of the booking or terminate the booking if it considers it is required to do so or invoice for Tickets where an error has been made or where a Force Majeure event occurs, requiring, in VSL's view, such variation. These variations and amendments will be binding on you.

5.2 If we make a material change to the booking, we will advise you of this as soon as possible and you will immediately need to elect to either accept the change, make another booking or cancel and obtain a full refund. Where VSL is required or has the right to terminate the contract and cancel the booking in cases where payment has been received, we will refund you in full.

## **6. Before/during/after the journey**

6.1 You are responsible for having the correct Tickets/Passes and/or other applicable information at the time of travel and also for the safekeeping of such Tickets/Passes. If a Eurostar ticket is lost or stolen and you can quote the booking reference, we can attempt to replace the Ticket for an administration charge and it shall be your responsibility to collect it or choose its mode of delivery to you. Other than this, we cannot replace lost, stolen or mislaid Tickets/Passes, nor refund their cost.

6.2 Neither VSL or the Carriers will be liable to you or the passenger(s) for any loss suffered if travel has not been possible because the passenger(s) does not have the correct documents, including passport and visas and other necessary ancillary documents. It is your responsibility to check whether passengers require a visa to travel to, or through, a particular country or countries and to make full arrangements for this prior to the purchase of the Ticket/Pass.

6.3 Passengers must retain ALL Tickets/Passes for the duration of the journey (including outbound Tickets until the end of the return journey) and produce these as requested. In case of after-sales query or complaint, all Tickets/Passes related to the whole booking will be required to be disclosed.

6.4 VSL will not be responsible for your failure to have the relevant information including the PNR reference or to follow the appropriate instructions to print your Tickets in advance of travel and any consequential costs that this may incur.

6.5 For E-ticket bookings proof of identity in the form of a passport or national identity card maybe required and it is your responsibility to ensure you have them with you.

## **7. Claims**

7.1 All claims must be made in writing to VSL within 28 days of the date of travel and should enclose all Tickets related to the whole booking. Where a claim is being made in respect of an incident or travel amendment, a suitable confirmation of the incident and/or endorsement of appropriate ticket(s) must be obtained from a member of staff, present when the incident took place.

7.2 As an agent only for the Carriers, VSL is not liable for claims arising from actual travel. VSL will forward any



notices or claims received from you to the appropriate authority, Carrier or other service provider for action (see "Your contract" 1.2). VSL may charge an administration fee for dealing with these requests.

## **8. Refunds**

8.1 Where Tickets/Passes are booked directly with VSL, refunds can be requested either by contacting VSL Contact Centre or via the internet but not through the Mobile App or the Mobile Website. Where Tickets/Passes are booked through a travel agent or tour operator, please contact your travel agent or tour operator who should contact VSL on your behalf to see if a refund is possible in your particular circumstances.

8.2 Not all Tickets/Passes permit refunds and you are not always entitled to refunds. You will be notified of the applicable relevant Carrier's conditions or fare conditions of the Ticket when purchase is made which will incorporate the Carrier's refund policy or you will have selected the appropriate Carrier's conditions or fare conditions when purchasing from the internet, Mobile App or Mobile Website.

8.3 Refunds cannot be made where a Ticket/Pass has been partially used. In the event of non-provision of part of a service by a Carrier, an appropriate endorsement must be obtained (see "Claims" 7.1).

8.4 Where a refund is permitted, to qualify all Tickets/Passes on that booking (both outbound and return) must be returned to the original point of sale within 28 days of the travel date or in accordance with clause 9 where appropriate. Failure to do this within such period will lose you any entitlement to a refund.

8.5 Where a refund is permitted, some Tickets/Passes can only be refunded before the date of travel. Please ensure you are aware of the applying refund conditions of the Tickets/Passes you purchase.

8.6 Any permitted refunds will be made by the same method of payment used to make the purchase, except in the case of a cash sale, which will be refunded by cheque or to an appropriate bank debit card.

8.7 Tickets/Passes purchased through a travel agent or tour operator can only be refunded via that agent. All Tickets/Passes (excluding E-tickets) must be received by them within 28 days of the travel date.

8.8 An administration charge may be made for any refunds requested by you.

## **9. Return of Tickets**

9.1 Where changes have been requested by you or for claims or refunds, all Tickets (excluding E-tickets) must be returned by special delivery to Voyages-sncf UK Ltd, Customer Services, Carrer Fluvia 65 Metrovacesa Parc 22@Edificio B PB recepcion 08019 BARCELONA SPAIN to be received as follows:

9.1.1 in the case of changes requested by you, at least 24 hours before the original date of travel;

9.1.2 in the case of claims, within 28 days following travel; or

9.1.3 in the case of refunds, except where they have been purchased from a different point of sale, within 28 days of the travel date.

## **10. Luggage**

10.1 The CIV and conditions of carriage of the Carriers to which you are subject contain certain exclusions and limitations that describe the liability of the Carriers for loss, damage, destruction of luggage and late delivery of registered luggage. You will be deemed aware of such limitations on liability and, by booking Tickets/Passes, you agree to them.

10.2 The Carriers may impose restrictions to which you are bound on the amount of luggage passengers can take and may levy a charge in respect of excess luggage, or require excess luggage to be sent through a registered baggage service. The Carrier may also decline to accept certain items of luggage and passengers are advised to check the details before travelling.

10.3 Lost and unclaimed luggage will be dealt with in accordance with the Carrier's own conditions of carriage to which you are bound. You are responsible for making yourself aware of these conditions.

## **11. Liability for death and injury**

You agree that the following terms apply to cover VSL's and the Carrier's liability for the supply for Tickets/Passes and for injury or death while using the services of a Carrier.



11.1 For Tickets/Passes covered by the CIV, the limitations of liability and other relevant conditions set out in the CIV apply so far as the same are enforceable at law.

11.2 For journeys wholly within one country, you agree that the law to which the Carrier is subject shall determine its liability.

## **12. Limitations on liability**

12.1 YOUR RIGHTS AND THE LIABILITY OF THE CARRIER IN THE CASE OF THEIR FAILURE TO PERFORM OR IMPROPER PERFORMANCE OF THE CONTRACT WITH THEM DEPENDS ON THE APPLICABLE RELEVANT CONDITIONS OF CARRIAGE OF THE CARRIER (WHICH MAY RESTRICT LIABILITY) AND, WHEN APPLICABLE, THE CONDITIONS ON LIABILITY SET OUT IN THE CIV. YOU AGREE THAT YOU HAVE HAD THE OPPORTUNITY TO READ THE SAME.

12.2 YOU AGREE THAT VSL WILL NOT BE LIABLE FOR THE FAILURE, NEGLIGENCE OR BREACH OF DUTY, LAW OR CONTRACT OF ANY CARRIER. SAVE IN THE CASE OF OUR MATERIAL BREACH OF THESE TERMS AND CONDITIONS OR DEATH OR PERSONAL INJURY RESULTING FROM VSL'S NEGLIGENCE, VSL'S LIABILITY UNDER AND IN CONNECTION WITH ITS CONTRACT WITH YOU TO YOU AND ANY PASSENGER USING A TICKET/PASS THAT YOU HAVE PURCHASED IS LIMITED TO REFUNDING THE PRICE OF THE TICKET/PASS THAT HAS BEEN PURCHASED FROM US FROM WHICH THE CLAIM ARISES AND THE VALUE OF SUCH TICKET/PASS. BEING BEYOND ITS CONTROL, YOU ALSO AGREE THAT VSL IS NOT LIABLE FOR THE THEFT, LOSS OF OR DAMAGE TO LUGGAGE OR PERSONAL EFFECTS OR FOR ANY LOSS CAUSED BY A FORCE MAJEURE EVENT. YOU ALSO AGREE THAT VSL WILL NOT BE LIABLE FOR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY YOU OR ANY SUCH PASSENGER.

12.3 "Consequential loss or damage" as referred to in clause 12.2 shall include, without limitation, indirect or other loss of or damage to a) profits, b) business, c) reputation, d) data or e) savings.

## **13. Force Majeure**

Neither we nor the Carrier will be liable for any delay, poor performance or failure in performance caused by a Force Majeure event which affects VSL's delivery of Tickets/Passes, travelling arrangements or actual travelling.

## **14. Governing Law**

14.1 The laws of England and Wales shall apply to all disputes howsoever arising in connection with the booking and the supply by VSL of Tickets/Passes and the contract between you and VSL and the English High Court shall have sole jurisdiction.

14.2 The law designated in the CIV governs disputes howsoever arising in connection with a Carrier's services and your contract with them for journeys over the territories of at least two countries.

14.3 The law to which a Carrier is subject governs disputes arising in connection with a Carrier's services and your contract with them for journeys within the boundaries of one country.

## **15. Group Travel**

Where special conditions apply when travelling in a group these shall take precedence over these General Terms and Conditions of Booking. You will have been advised of these and will have expressly accepted such terms and conditions at the time of booking.

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