

# AIRPORT CONNECTION STANDARD TERMS OF SALE

## 1- SUBJECT MATTER OF THE CONTRACT

1.1 Transport services operated by AIRPORT CONNECTION SERVICES, SARL, a company registered at the CRETEIL FRANCE COMPANY REGISTER under No. 434 381 869, having its head office at 22 rue de la Prévoyance - 94300 Vincennes, France (hereinafter referred to as "Airport Connection" or "the Carrier"), holder of transport license No. 2001110007028.

Airport Connection's main business is a shared and private transfer of travelers between Paris, the Disneyland Paris Park® and three airports in the Paris region (Paris-Charles de Gaulle, Orly and Beauvais), or between the address indicated by the customer, as defined below, and one of these airports.

The services rendered by Airport Connection are reserved for individuals, as well as legal entities having a legal personality, on behalf of their employees or representatives (hereinafter "the Customer(s)"). Airport Connection does not accept reservations from unaccompanied minors.

1.2 These standard terms (hereinafter "the Contract") define the terms and services offered by Airport Connection. They are available on the web site [www.airport-connection.com](http://www.airport-connection.com), as well as upon request from the Carrier, at the place indicated in the Contract.

The Carrier reserves the right to amend the Contract's terms at any time. The applicable provisions shall be those in force on the date that the reservation is confirmed.

1.3. The Client must take cognizance of these standard terms prior to making the reservation. By reserving a transfer, the Customer acknowledges that he has read the Contract and accepts its terms.

The Customer's reservation of a transfer entails his full, complete and irrevocable acceptance of the Contract, to the exclusion of all other documents, such as prospectuses or catalogues, issued by the Carrier or one of its providers and partners. Said other documents are provided for information purposes only.

## 2- RESERVATION PROCEDURES

### 2.1. Reservation procedure

Reservations may be made by Internet, telephone or at Airport Connection airport counters.

Reservations may be made on the Internet up to 24 hours prior to the scheduled transfer time and are automatically confirmed by e-mail. In order for the Customer's reservation to be processed, the Customer must fill out the reservation form, accurately and in full, and check the veracity and accuracy of the information communicated.

Reservations less than 24 hours prior to the scheduled transfer time may be made by telephone, subject to vehicle availability. The confirmation (or the service summary sheet) shall be sent by e-mail or else, by fax or postal mail (see Article L.121-19 of the French Consumer Code [*"le Code de Consommation"*, reproduced in Art. 8]). If the period of time is too short to receive a written confirmation, the Customer's reservation number shall be communicated to the Customer verbally.

If the reservation is made by telephone, the Carrier shall communicate all of the information concerning the Customer's reservation, as well as all of the information that must be communicated pursuant to Articles L.121-18, L.111-1 and L.113-3 of the *Consumer Code*.

The Customer must print his reservation confirmation, or be in possession of the reservation confirmation handed over to him at the counter, in order to present it to the driver on day of the transfer. Otherwise, the Customer must be in possession of his reservation communication number communicated to him, if the reservation was made by telephone. Otherwise, it will not be possible to transport the Customer and the reservation shall be deemed to have been cancelled by the latter less than 24 hours prior to departure.

Reservations are only processed in exchange for the handing over of payment. Collection takes place between 24 and 48 hours after Airport Connection has sent confirmation.

## 2.2. Modification, cancellation and refund of reservations

Modifications may be made by e-mail or telephone, at no additional cost, with Airport Connection, up to 24 hours prior to the transfer time. Modifications made less than 24 hours prior to the scheduled transfer may only be made by telephone. Regardless of the circumstances, modifications will be made within the limits of availability. If the alternatives offered by the Carrier are rejected by the Customer, the latter will have the choice between keeping his initial reservation or canceling the reservation in the conditions described below.

Without prejudice to the provisions of Article 8 concerning the right of withdrawal, cancellations may be made by Internet or by telephone, subject to the communication of the reservation cancellation number. If a reservation is cancelled, the refund conditions are as follows:

- More than 48 hours after the time of the scheduled transfer: 100%
- From 48 to 24 hours prior to the scheduled transfer time: 50%
- Less than 24 hours prior to the scheduled transfer time: the expenses incurred shall be borne by the Customer.

A failure by the Customer to appear at the time of the transfer shall be treated as a cancellation made less than 24 hours prior to the scheduled transfer time.

Regardless of when the reservation is cancelled, the Carrier shall charge a handling fee of 5% of the total amount of the reservation.

## **3- ARRIVAL AND DEPARTURE PROCEDURES**

Customers are expected to comply with the arrival and departure procedures detailed in their reservation confirmation. If the Customer fails to comply with one of the procedures and if said failure is due to the Customer's act or fault, and if this failure prevents the Customer from being transported as per the stipulated conditions, the reservation shall

be deemed to have been cancelled by the Customer less than 24 hours prior to departure.

In the case of shared service, Airport Connection reserves the right to make adjustments of times in order to determine the most logical itinerary, without, however, changing the scheduled time for arriving at the airport.

Airport Connection must notify the Customer of such adjustments by the transfer date, at the latest. Should the Customer reject the proposed adjustments, the reservation shall be cancelled and Airport Connection shall refund the Customer.

#### **4 – FARE CONDITIONS**

Airport Connection's fares are available on the site: [www.airport-connection.com](http://www.airport-connection.com) or in the brochures provided at the counter. They are expressed in euros and include any and all applicable taxes. These fares may be modified at any time. The Carrier guarantees the Customer the fare in effect on the reservation confirmation date.

The child fare applies to those Customers below the age of 12. Thus, any Customer aged 12 or older must pay the full fare.

Night service: between 8 pm and 6 am, the cost of transfers is increased by 15%.

#### **5 – SAFETY ABOARD VEHICLES**

It is agreed that the Customer covenants to behave aboard the vehicle in a manner consistent with common sense and in accordance with applicable French laws and regulations in force. These regulations concern the mandatory wearing of a safety belt and prohibitions on smoking, consuming alcohol and transporting inflammable, explosive, corrosive or toxic substances. Airport Connection reserves the right to refuse access to the vehicle or to remove from the vehicle any Customer who violates the rules, or whose behavior causes a risk to be incurred by the Carrier, the other travelers or by third parties, in which case the violator(s) shall not be entitled to demand any type of refund or compensation.

#### **6 - RESPONSIBILITIES**

##### 6.1. Airport Connection's responsibilities

- The vehicles made available to Customers conform to the technical standards required by French regulations in force.
- Drivers are required to comply with the provisions stipulated by the French Highway Code [*le Code de la Route*], namely, the rules governing parking, speed limits, passenger safety and nearby vehicles.
- The Carrier waives any and all liability for delays resulting from a force majeure situation or for delays attributable to the Customer. These events cannot give rise to any compensation.
- The Carrier covenants to refund the entire price of the airplane ticket, or the portion of the price of said ticket that is incurred by the Customer, if the latter misses his flight for a fact exclusively attributable to Airport Connection, insofar as the Customer provides proof that he was unable to obtain a refund for the price of

said ticket by the airline in question, or if he was not offered a replacement flight at no additional cost by said airline.

- In order to be acted upon, any complaint must reach the Carrier within at most 2 months from the initially agreed contractual transfer date, by registered mail with return receipt, sent to the Carrier's Customer Service Department, the contact information of which is given in Article 11 hereof.

#### 6.2. The Customer's responsibility

- The Customer is required to keep to the scheduled times.
- The Customer is not authorized to modify the scheduled itinerary.
- Aboard the vehicle, the Customer covenants to act in a manner consistent with common sense and to comply with French laws and regulations in force, as mentioned in Article 5 hereof.
- Any damage or deterioration of the vehicle shall be charged to the Customer for the total amount of the necessary repairs. In certain private transport situations, the Carrier reserves the right to request a security deposit prior to the transfer
- The Customer is responsible for the personal effects in his custody. He must not leave or forget anything in the vehicle.

### **7 - MISCELLANEOUS**

#### 7.1. Flight delay and/or cancellation

If a flight is delayed at arrival, Airport Connection covenants to transfer the Customers up to 24 hours after the initially scheduled time of arrival, at no additional cost. If the flight has been cancelled, the Customer may request the postponement or the refund of the service, in which case the Carrier shall charge handling fees of 5% of the total amount of the reservation, and the cancellation pricing conditions stipulated in Article 2.2 shall not apply.

#### 7.2. Transport of persons with reduced mobility

Airport Connection's services are intended for all travelers: the reception and transport of persons of reduced mobility are provided in optimal comfort and safety conditions for travelers.

If the traveler is unable to enter a standard vehicle, an appropriate vehicle shall be made available if requested, only in a private shuttle. In this case, the reservation must be made at least 4 hours prior to the departure time.

Guide dogs are accepted at no additional cost aboard shared and/or private shuttles. The presence of a guide dog must be communicated at the time of the reservation.

#### 7.3. Luggage

Customers are authorized to transport up to 2 bags in addition to their carry-on luggage. Any additional luggage must be mentioned at the time of the reservation and shall be charged EUR 1.50 each, including all taxes. Customers with oversized luggage shall be transported via private service. In order to ensure Customers' safety, luggage must be placed in the areas reserved for this purpose; they cannot be transported aboard the vehicle on seats or in areas intended to enable people to move around inside the vehicle.

The Customer is fully responsible for the content of his luggage. Save for fault by the Carrier, the latter cannot be held liable for the loss, theft or damage, at the time of loading, transfer or unloading, of the Customer's luggage, unless these events or incidents are attributable to the Carrier.

Any object found in a vehicle shall be left at Airport Connection's head office, or if so decided by the latter, at the lost and found department closest to its head office, where the Customer will be able to come pick it up within 1 year from the relevant transfer date.

#### 7.4. Animals

Animals are authorized aboard vehicles, provided that they are placed in cages designed for their transport and insofar as they do not represent any threat to the Carrier, the other travelers or to third parties. In the case of shared service, Airport Connection reserves the right to refuse to transport a cage measuring more than 48/32/31 cm (length/width/height).

In this case, the Customer shall be asked to pay an additional fee of EUR 12 (including all taxes) per cage.

#### 7.5. Insurance

The Carrier has taken out a Professional Civil Liability insurance policy, as well as an insurance policy covering the damages caused by driving a vehicle for any and all damages caused to a third party and/or the driver's passenger. The insurance policies do not cover baggage or personal effects left aboard vehicles (loss, theft, damage, etc.) including baggage "entrusted" to the driver.

#### 7.6. Children's seats

The Carrier covenants to make available free of charge seats that are designed for children, in accordance with regulations in force:

- children weighing less than 18 kg: baby seat
- children weighing less than 36 kg: booster seat

The request for a child's seat must be explicitly made at the time of the reservation. If it turns out on the date of the transfer that this equipment is necessary and if the Customer failed to communicate this to the Carrier, the latter shall be entitled to cancel said transfer in the conditions provided for cancellations attributable to the Customer and occurring less than 24 hours prior to the scheduled transfer time.

#### 7.7. Vehicle availability

In certain circumstances, the Carrier reserves the right to make available to Customers a replacement vehicle. It is possible that said vehicle may not bear the company's logo.

The Carrier covenants to offer the Customer a replacement solution if a reserved vehicle is not available, at no additional cost to the Customer. Any additional cost shall be borne by the Carrier.

## **8 – CONSUMER CODE PROVISIONS**

If the CUSTOMER is a consumer, the provisions apply:

L.121-19 of the Consumer Code:

*"I. – The consumer must receive, in writing or on another durable medium, on a timely basis and at the latest by the time of delivery:*

*1° Confirmation of the information mentioned in 1° to 4° of Article L. 121-18 and the information also contained in Articles L. 111-1 and L. 113-3 as well as the information provided for the application of Article L. 214-1, unless the professional has performed this obligation prior to entering into the conclusion;*

*2° Information on the terms and conditions for the exercise of the right of withdrawal;*

*3° The address of the supplier's office where the consumer can present any complaints;*

*4° Information concerning after sales service and commercial guaranties;*

*5° The conditions for terminating the contract if the latter is open-ended or covers a period of more than one year.*

*II. – This Article's provisions do not apply to services rendered on only one occasion using a remote communications technique and billed by the operator of this technique, with the exception of point 3°.*

*III. – The means of communication enabling the consumer to monitor the filling of his order, exercise his right of withdrawal or to apply the guarantee shall only give rise to communications costs, to the exclusion of any specific additional cost."*

Article L.121-18 of the Consumer Code:

*"Without prejudice to the information provided by Articles L. 111-1 and L. 113-3 as well as the information provided for the application of Article L. 214-1, the contract offer must contain the following information:*

*1° The name of the vendor of the product or the service provider, telephone numbers needed to contact the vendor, the vendor's address, or in the case of a legal entity, its head office and, if it differs, the address of the entity responsible for the offer;*

*2° Delivery costs, if applicable;*

*3° The payment, delivery or filling conditions;*

*4° The existence of a right of withdrawal and any limits thereto or, in the event that this right does not apply, the absence of a right of withdrawal*

*5° The offer's validity period and price;*

*6° The cost of the use of the remote communications technique used, if it is not calculated using the base rate;*

*7° If applicable, the minimum contract term offered, in the case of a continuous or periodic supply of a good or a service.*

*This information, the commercial nature of which must appear in an unambiguous manner, is communicated to the consumer in a clear, understandable manner, by any means appropriate to the remote communications technique used.*

*In the case of telephone canvassing or canvassing using any other similar technique, the professional must explicitly indicate his identity and the commercial nature of the call at the beginning of the conversation."*

Pursuant to the last paragraph of Article L.121-20-4 of the Consumer Code, the Customer shall not have a right of withdrawal:

*"The provisions of Articles L. 121-18, L. 121-19, L. 121-20 [right of withdrawal] and L. 121-20-1 are not applicable to contracts covering:*

*1° The supply of common consumer goods at the consumer's place of residence or office by distributors making frequent, regular rounds;*

*2° The provision of lodging, transport, food and leisure services that must be supplied on a given date or at a given frequency.*

*However, the provisions of Articles L. 121-18 and L. 121-19 are applicable to contracts entered into electronically if they cover the rendering of the services mentioned in point 2°".*

## **9 – PERSONAL DATA**

In accordance with the French Data Processing and Freedoms Act of 6 January 1978, amended by the Act of 6 August 2004, every Customer has the right to access, modify, rectify and delete personal data concerning him. The Customer must exercise this request in a letter sent to the Carrier, the contact information of which is indicated in Article 11 hereof.

## **10 – GOVERNING LAW AND COURTS HAVING JURISDICTION**

Only French law shall apply to these standard terms of sale.

Any dispute concerning the interpretation, conclusion and performance of these standard terms of sale and service of the Carrier shall be referred to those courts having jurisdiction in the legal district of Créteil, France. This clause shall apply, including in the case of urgent proceedings, additional application, if there is more than one defendant, or in the case of third-party proceedings.

## **11 - CONTACTS**

Airport Connection Services  
Customer Service  
22 rue de la Prévoyance  
94300 Vincennes - France  
Tel: 0 43 65 55 55  
Fax: 01 43 65 55 57  
E-mail: [contact@airport-connection.com](mailto:contact@airport-connection.com)