



### "CADDY EXPRESS" SHUTTLE SERVICE GENERAL TERMS AND CONDITIONS (company guidelines)

## ARTICLE 1. OBJECT OF SERVICE AND DEFINITIONS

Le Touquet & Co, registered with the Boulogne-sur-Mer Trade and Companies Register (RCS) under No. 847 715 380 00014, and whose head office is located at Hôtel de Ville – Boulevard DALOZ - 62520 LE TOUQUET-PARIS-PLAGE, provides, in accordance with its charter, a shuttle service with a minibus (8 seats + 1 driver) that operates by reservation only. This service does not fall into the category of "public transport".

Use of this shuttle service requires a reservation, and acceptance by the Customer of these General Terms and Conditions (hereinafter referred to as the "T&Cs"). By using this Transport on Demand service, the Customer confirms that they have read and understood the content of these T&Cs and their requirements and that they accept them without any reservation whatsoever. These T&Cs constitute a contractual agreement between the Customer and Le Touquet & Co.

"Transport on Demand" designates this shared public transportation service, which operates by reservation only as described below.

"Reservation" designates a request for a journey that has been accepted and confirmed.

"Customer" designates any user of the Transport on Demand service.

The commercial name of this by reservation-only Transport on Demand service is "CADDY EXPRESS".

#### 1.1 DETAILS OF SERVICES

The service can be accessed online at <a href="https://www.lecaddyexpress.com">www.lecaddyexpress.com</a> 24 hours a day, 7 days a week from 14 April 2023.

The Caddy Express shuttle timetable is based on the French time zone.

The following services are provided:

- Journeys from Étaples Le Touquet railway station to Le Touquet-Paris-Plage
- Journeys from Le Touquet-Paris-Plage to Étaples Le Touquet railway station

In the interests of efficiency and to alleviate potential road congestion during peak tourist periods, and subject to prior reservation, Customers travelling to the railway station can choose to picked up at one of the stops listed below:

- P1 : Eglise / Hôtel de Ville Boulevard Daloz ;
- P2: Thalassothérapie Avenue Louison Bobet :
- P3: Maison des Associations -Avenue de Quentovic;
- **P4**: Palais des congrès Drop-off avenue Aboudaram;

For journeys between the railway station and town, passengers with a Reservation will be picked up from the railway station and dropped off at the main hotels, or as close to their home as possible, depending on route and timetable.

## ARTICLE 2: ACCESS TO THE TRANSPORT ON DEMAND SERVICE

To book a service, the Customer must make a prior reservation online, in accordance with the conditions set out below.

#### 2.1 BOOKING CONDITIONS

Customers may book one or more journeys, for one or more dates, and for one or more passengers. Each passenger picked up and transported must occupy, and therefore reserve 1 seat.

Reservations are mandatory in that they guarantee the Customer that a journey will be provided in accordance with the arrangements set out below. Only a duly confirmed reservation constitutes an obligation on the part of Le Touquet & Co to provide transport. Le Touquet & Co cannot under any circumstances whatsoever be held responsible for

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#### LE TOUQUET&CO

Hôtel de ville - Bld Daloz 62520 Le Touquet-Paris-Plage T +33 (0)3 21 06 72 72 - contact@letouquet.com RCS Boulogne-sur-mer 847 715 380 Code NAF: 93.11Z ■ SIRET: 847 715 380 0001

TVA Intra: FR 55 847 715 380

any request that has not given rise to a confirmed reservation.

In order to book a journey, the Customer must provide the personal information and contact details required to carry out the service.

The information required is as follows:

- Surname
- First name
- Telephone number
- E-mail address

All these details must be provided.

In all cases, the Customer must also specify in the "Comments" section details pertaining to the journey(s) requested:

- Travel date
- Desired departure or arrival time
- Desired departure or arrival stop
- Number of passengers to be picked up, including number of children, animals and luggage

#### 2.2 BOOKING CONFIRMATION

The Customer will receive an e-mail confirming their Reservation and with details of their journey(s).

#### ARTICLE 3. CANCELLATION OF BOOKING

Reservations cannot be cancelled or changed. No refunds or exchanges will be given.

## ARTICLE 4. ARRANGEMENTS IN THE EVENT OF A DELAY OR NO-SHOW

In the event of a foreseeable delay for the return journey to Étaples - Le Touquet railway station, the passenger must inform the driver as soon as possible, who will advise whether this delay can accommodated for. Where this is not possible, no refund will be given.

In the event that the passenger does not show at the time and stop agreed at the time of booking, no refund will be given by Le Touquet & Co.

Le Touquet & Co cannot be held responsible for any delays to trains. In the event that a passenger's train is delayed, the driver will wait an additional 15 minutes past the original departure time. After this time, the service will be deemed cancelled, and no refund will be given.

#### **ARTICLE 5. INSURANCE**

Le Touquet & Co holds civil liability insurance with Aréas Assurances Assurfin RC Collectivités No. OR206455, covering the financial consequences of any civil liability it may incur as a result of any personal injury and/or property damage caused to others.

## ARTICLE 6. SEAT PRICES AND PRIVATE HIRE RATES

Prices per seat are as follows: 8 a.m. to 8 p.m.: €10 incl. VAT After 9 p.m.: €12 incl. VAT

The Caddy Express is also available for private hire (when booked at least 48 hours in advance and subject to availability at the time of booking).

Private hire rates are as follows:

During Caddy Express operating hours:

€75 incl. VAT

Outside Caddy Express operating hours:

€90 incl. VAT

After 10 p.m.: €120 incl. VAT

All seat prices and private hire rates are set by the Board of Directors of Le Touquet & Co and are subject to change.

Passengers must pay the relevant amount due on online booking platform <a href="https://www.lecaddyexpress.com">www.lecaddyexpress.com</a> at the time of booking.

## ARTICLE 7. PROTECTION OF PERSONAL DATA

Le Touquet & Co collects and processes personal data for the purpose of performing its service. All data is collected and processed in compliance with the relevant applicable regulations governing the protection of personal data.

Customers' personal data will not be sold or passed on to any unauthorised third parties.

This data is intended for use by Le Touquet & Co, which will share it only with its subcontractors for the online booking service.

Data is processed for the following purposes:

- Managing and organising the Transport on Demand service
- Improving the Transport on Demand service
- Handling Customer complaints

At any time, and under the conditions laid down by law, data subjects have the right to access, rectify and erase the personal data held on them and the right to object to and restrict the processing of their personal data, as well as the right to data portability.

They also have the right to give instructions regarding what they want to happen to their data in the event of their death, the right to withdraw their consent and the right to file an objection with the competent authority.

To exercise your rights in this regard, please contact

Le Touquet & Co - Touquet-Résa (Hôtel de Ville - Boulevard DALOZ - 62520 LE TOUQUET-PARIS-PLAGE)

with your full name and contact details and proof of identity.

#### **ARTICLE 8. CONDUCT**

Passengers must wait for the vehicle to come to a complete stop before boarding or alighting. They must not cross in front of the shuttle, and must wait until their view of the road is clear.

They must remain seated with their seatbelt fastened at all times. They must comply with any instructions from the driver, as well as the relevant safety rules, and demonstrate courtesy and respect towards the driver and other passengers.

Smoking, food and drink and disturbing the peace are all strictly prohibited on the shuttle. Passengers are civilly liable for any damage they cause to property or persons in the vehicle.

#### **ARTICLE 9. LOST PROPERTY**

Any lost property found on the shuttle will be handed in at Hôtel de Ville - Boulevard DALOZ - 62520 LE TOUQUET-PARIS-PLAGE.

Le Touquet & Co cannot be held responsible for the disappearance, loss or damage of personal belongings.

#### **ARTICLE 10. ANIMALS**

ONBOARD THE SHUTTLE

Pets are permitted on the shuttle subject to certain conditions, so as not to inconvenience other passengers. Owners are solely and entirely responsible for their pets. Pets may not occupy a seat, unless a seat has been reserved for them at the full fare and the driver duly informed.

Small animals may be transported in a suitable pet carrier. Larger animals will be accepted only if muzzled and kept on a lead.

#### **ARTICLE 11. LUGGAGE**

A maximum of two items of standard-sized luggage (suitcases, travel bags etc.) per person may be carried.

Small packages and folding pushchairs are also permitted.

# ARTICLE 12. CHANGES TO THE GENERAL TERMS AND CONDITIONS (COMPANY GUIDELINES)

Le Touquet & Co reserves the right to modify these T&Cs at any time.

The T&Cs applicable to the user are those in force on the date on which they make their Reservation.

## ARTICLE 13. APPLICABLE LAW - DISPUTES - COMPLAINTS

The Parties hereby expressly agree that this Agreement is governed by and subject to French law.

It is written in French. Any disputes or complaints relating to service non-conformity will be taken into account only if they are made in writing and sent by recorded delivery within a maximum of 8 days after establishment of the facts.

In the event of a dispute, the Parties will seek to reach an amicable agreement. Where this is not possible, all disputes arising from this Agreement concerning its validity, interpretation, performance, termination, the consequences thereof and their repercussions will be referred to the competent courts under the conditions of common law.

In the event that any of the provisions of these T&Cs are declared null and void or inapplicable under a given law or regulation in force, or following a final court ruling, the provision in question will be deemed unwritten, but the other provisions will remain in force.