

# GENERAL CONDITIONS OF CARRIAGE TGV LYRIA



|           |   |           |
|-----------|---|-----------|
| <b>1.</b> | <b>SCOPE OF APPLICATION .....</b>   | <b>2</b>  |
| <b>2.</b> | <b>DEFINITIONS.....</b>   | <b>3</b>  |
| <b>3.</b> | <b>CONTRACT OF CARRIAGE AND TICKETS .....</b>                                       | <b>3</b>  |
| 3.1.      | Contract of carriage .....  | 3         |
| 3.2.      | Tickets .....   | 4         |
| 3.3.      | Description of the TGV Lyria offer.....   | 5         |
| 3.4.      | Ticket purchasing .....   | 7         |
| 3.5.      | General.....  | 7         |
| 3.6.      | IATA paper tickets .....  | 8         |
| 3.7.      | Specific provisions in respect of e-tickets .....                                   | 9         |
| <b>4.</b> | <b>VALIDITY OF TICKETS.....</b>   | <b>10</b> |
| <b>5.</b> | <b>TICKET INSPECTIONS AND THE PAYMENT OF EXCESS AND PENALTY<br/>FARES.....</b>      | <b>11</b> |
| 5.1.      | Inspection.....   | 11        |
| 5.2.      | Excess and penalty fares for passengers travelling without a valid ticket.....      | 11        |
| 5.3.      | Travelling without a valid ticket .....   | 11        |
| 5.4.      | Inspection, excess fares and penalty fares.....                                     | 12        |
| 5.5.      | Discovery of an offence .....   | 13        |
| 5.6.      | Payment terms.....  | 14        |
| <b>6.</b> | <b>EXCHANGING TICKETS .....</b>   | <b>14</b> |
| <b>7.</b> | <b>TICKET REFUNDS .....</b>   | <b>15</b> |
| 7.1.      | Definition of a refund.....   | 15        |
| 7.2.      | Request for a refund.....   | 15        |
| 7.3.      | Refund methods.....   | 16        |
| <b>8.</b> | <b>OBLIGATIONS OF THE PASSENGER .....</b>   | <b>17</b> |
| 8.1.      | Respect for the rules and security regulations at stations and on board trains..... | 17        |
| 8.2.      | Minors.....   | 18        |
| 8.3.      | Necessary formalities when travelling abroad .....                                  | 18        |

|   |           |
|---|-----------|
| <b>9. LUGGAGE AND PETS</b> .....  | <b>18</b> |
| 9.1. Luggage.....   | 18        |
| 9.2. Pets .....   | 19        |
| <b>10. PASSENGERS WITH REDUCED MOBILITY</b> .....                             | <b>19</b> |
| <b>11. LIABILITY</b> .....  | <b>20</b> |
| 11.1. Liability in the event of death or injury .....                         | 20        |
| 11.2. Liability for hand luggage and pets .....                               | 21        |
| 11.3. Liability in the event of cancellation, delay or missed connection..... | 22        |
| <b>12. COMPENSATION PAID IN THE EVENT OF DELAY</b> .....                      | <b>22</b> |
| 12.1. Amount of compensation .....  | 22        |
| 12.2. Procedure.....  | 23        |
| <b>13. COMPLAINTS</b> .....   | <b>24</b> |
| 13.1. Complaints in the event of passenger injury and/or death.....           | 24        |
| 13.2. Other complaints .....  | 24        |
| 13.3. Mediation.....  | 24        |
| <b>14. MISCELLANEOUS PROVISIONS</b> .....                                     | <b>25</b> |
| 14.1. Intellectual property .....   | 25        |
| 14.2. Protection of personal data .....                                       | 25        |

## 1. SCOPE OF APPLICATION

These general conditions apply to international passenger transport services between France and Switzerland, jointly operated by SNCF Voyageurs and SBB and marketed under the TGV LYRIA brand.

**They apply to TGV Lyria train services in operation from 15.12.2019.**

These general conditions do not apply to national passenger transport services that operate solely on the French railway network and are subject to *SNCF Voyageur Fares*.

The same is true of national passenger transport services that operate solely on the Swiss railway network and are subject to *Swiss Public Transport Fares*.

## 2. DEFINITIONS

For the purposes of these General Conditions:

**TGV LYRIA:** refers to the high-speed rail service between France and Switzerland, operated in collaboration with SNCF Voyageurs and SBB, as well as the brand assets associated with this name.

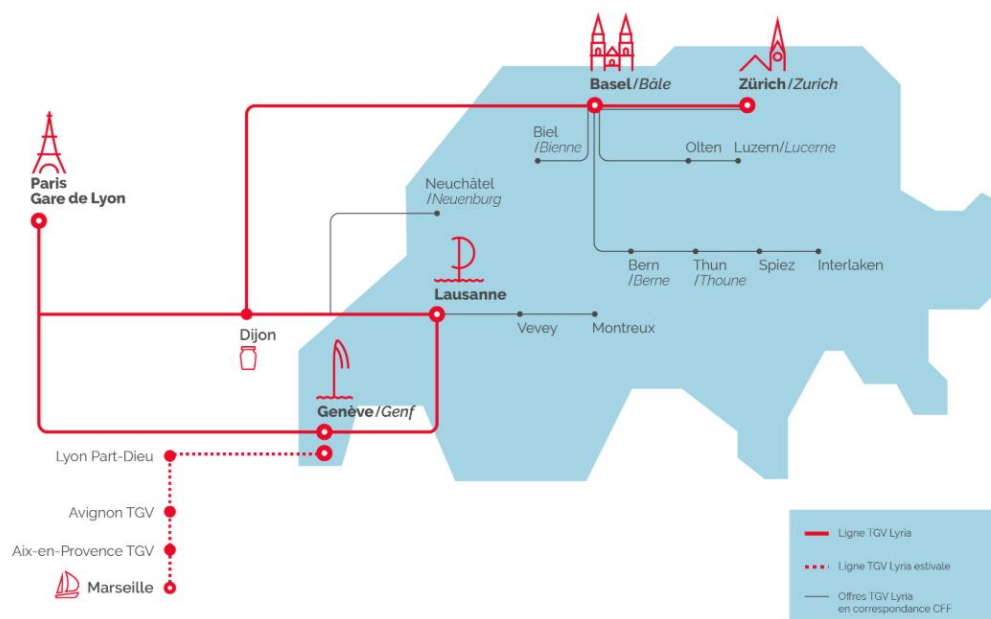
The services operated by TGV Lyria are:

Paris/Bourg-en-Bresse/Nurieux/Bellegarde <=>Geneva/Lausanne,

Paris/Dijon/Dole/Mouchard/Frasne<>Vallorbe/Lausanne,

Paris/Dijon/Belfort/Mulhouse <> Basel/Zurich,

Geneva<>Bellegarde/Lyon Part-Dieu/Avignon TGV/Aix-en-Provence TGV/Marseilles (July-August only).



**LYRIA:** refers to the Simplified Joint-Stock Company under French law, headquartered at 25 rue Titon 75011 Paris, responsible for developing and implementing the commercial strategy associated

GCC LYRIA – last updated  
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with the services provided to passengers as part of TGV Lyria's offering.

**The Carrier or the Carriers** refers, individually or collectively, to the jointly-contracted rail operators providing the TGV LYRIA transport service and with whom the contract of carriage is concluded, namely:

- SNCF Voyageurs, for the part of the rail service operated on the French railway network
- SBB, for the part of the rail service operated on the Swiss railway network.

### **3. CONTRACT OF CARRIAGE AND TICKETS**

#### **3.1. Contract of carriage**

Under the terms of the TGV LYRIA offering, a contract of carriage is concluded between the passenger and the Carriers, pursuant to which the latter commit to carrying the passenger in possession of a valid ticket and, where appropriate, their luggage, to the specified destination.

The TGV LYRIA is jointly operated by SNCF Voyageurs and by SBB, on the French railway network and the Swiss railway network, respectively.

It is therefore governed by the following documents:

- Regulation (EC) no°1371/2007 of the European Parliament and the Council of 23 October 2007 on rail passengers' rights and responsibilities ('PRR')
- The Convention concerning International Carriage by Rail (COTIF) of 1999 and Appendix A thereof, known as the Uniform Rules concerning the Contract for International Carriage of Rail Passengers and Luggage (RU-CIV)
- The General Conditions of Carriage for Rail Passengers (GCC-CIV/PRR) drawn up by the International Rail Transport Committee (CIT).The content of these texts can be consulted on the CIT website in French, English or German:[www.cit-rail.org](http://www.cit-rail.org)
- These General Conditions
- The information given on the passenger's ticket.

The ticket, which is defined below, constitutes evidence of the contract of carriage.

#### **3.2. Tickets**

To travel on board a TGV LYRIA service, the passenger must be in possession of a reserved ticket issued by SNCF Voyageurs, SBB or by one of their sales outlets, respectively.

Unless otherwise indicated, a ticket constitutes proof of a contract of carriage. An individual ticket may also be proof of several contracts of carriage if so indicated by the information thereon.

The contract of carriage is evidenced by the issuing of one or more tickets, in a paper or electronic format in the case of the e-ticket. The paper ticket is prima facie evidence of the conclusion and the contents of the contract of carriage.

When making a booking, the passenger, or the person purchasing a ticket, must ensure that the information provided or entered is accurate, namely the date and time and the route, as well as the passenger's last name, first name and date of birth, which are required to purchase non-transferable tickets, such as the e-ticket.

TGV LYRIA tickets which do not bear the passenger's name are transferable, as long as the journey has not yet started. However, passengers are not permitted to sell their tickets.

The ticket entitles the holder to carriage between the departure and destination stations, on the date and in the class indicated, and gives access to the services included in the fare where relevant. The ticket can only be used for a journey undertaken on the date, on the train and in the class indicated. However, under certain conditions and subject to availability, some fares permit travel on a different TGV LYRIA on the same date and the same route. The passenger is entitled to use one seat only. Seats reserved for those with reduced mobility or families with children must not be occupied by other passengers.

The different ticket types available are:

- IATA-format paper tickets
- Printed tickets
- Electronic tickets
- E-tickets

Lost or stolen tickets will not be replaced, and duplicate tickets will not be issued, under any circumstances. Illegible or damaged tickets may not be accepted.

### 3.3. Description of the TGV Lyria offer

TGV Lyria offers three different products: **BUSINESS 1<sup>ST</sup>**, **STANDARD 1<sup>ST</sup>**, **STANDARD**

- with different levels of flexibility, described below. More detailed information about the range of services offered is available on the TGV-LYRIA.com website.
- WIFI is provided on TGV Lyria trains.

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## **BUSINESS 1<sup>ST</sup>**

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BUSINESS 1<sup>ST</sup>

Business 1<sup>st</sup> offers travel in a dedicated, quiet carriage with the comfort of a 1<sup>st</sup> class seat and is exclusively available to customers on an international route.

BUSINESS 1<sup>ST</sup> is available on the following routes:

- Paris <> Basel/Zurich
- Dijon <> Basel/Zurich
- Paris <> Geneva

- Paris <> Lausanne
- Dijon <> Lausanne

On these routes, the BUSINESS 1<sup>ST</sup> service is available every day of the week, excluding Saturdays and certain weeks during the summer and winter breaks.

The Business 1<sup>st</sup> service from Lausanne-Paris via Geneva will start from Geneva.

- Services included

The following services are included in the price of the Business 1<sup>st</sup> ticket for customers travelling on a Business 1<sup>st</sup> route:

- + Depending on the departure time, an at-seat breakfast, lunch, snack or dinner service
- + Welcome drink and hot towel
- + On-board WIFI
- + Access to the Grand Voyageur lounge at the Gare de Lyon, Paris

- After-sales terms for tickets

Tickets can be exchanged and are refundable without charge up until the time of departure, and up to two hours after departure from French stations only. Tickets can be exchanged in transit without charge, by telephone or on the Internet, up to one hour after departure.

This fare guarantees flexible access, allowing passengers to board a different train on the same day and the same route without the need to exchange their ticket. However, passengers are invited to exchange their ticket in order to take advantage of a reserved seat and a guaranteed catering service.

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## STANDARD 1ST

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- Services included

- + The comfort of a 1<sup>st</sup> class seat
- + On-board WIFI
- + Access to the SNCF Grand Voyageur lounge at the Gare de Lyon, Paris and Marseille Saint Charles.

- Different levels of flexibility and associated after-sales conditions

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## STANDARD 1ST WITH COMPLETE FLEXIBILITY

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Tickets can be exchanged and are refundable without charge up until the time of departure, and up to two hours after departure from French stations only. Tickets can be exchanged in transit without charge, by telephone or on the Internet, up to one hour after departure.

This fare guarantees flexible access, allowing passengers to board a different train on the same day and the same route without the need to exchange their ticket. However, passengers are invited to exchange their tickets in order to take advantage of a reserved seat.

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## STANDARD 1ST WITH PARTIAL FLEXIBILITY

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Before departure, tickets can be exchanged or refunded at a cost of €30 per person, per journey. After departure, tickets cannot be exchanged or refunded.

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## STANDARD

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- Services included
- + On-board WIFI
- Different levels of flexibility and associated after-sales conditions

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## STANDARD WITH COMPLETE FLEXIBILITY

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Tickets can be exchanged and are refundable without charge up until the time of departure, and up to two hours after departure from French stations only. Tickets can be exchanged in transit without charge, by telephone or on the Internet, up to one hour after departure.

This fare guarantees flexible access, allowing passengers to board a different train on the same day and the same route without the need to exchange their ticket. However, passengers are invited to exchange their ticket in order to take advantage of a reserved seat.

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## STANDARD WITH PARTIAL FLEXIBILITY

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Before departure, tickets can be exchanged or refunded at a fee of €30 per person, per journey, in accordance with the effective fare on the day. After departure, tickets cannot be exchanged or refunded.

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## STANDARD WITHOUT FLEXIBILITY

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A non-exchangeable/non-refundable ticket

### 3.4. Ticket purchasing

#### 3.4.1. General

The passenger can purchase TGV LYRIA tickets from the Carriers and their approved distributors. Passengers may be charged any applicable additional processing fees.

- SNCF Voyageurs sales outlets:





- Station ticket desks
- SNCF stores
- Self-service ticket machines and regional ticket machines
- Travel agencies and other approved SNCF POS
- SNCF's telephone booking service accessed by dialling 3635, and pressing 45 (direct line). Dial +33 1 84 94 36 35 from outside France.
- Approved SNCF agents' websites and mobile apps
- SBB sales outlets:
  - SBB station ticket desks
  - Internet Ticket Shop [www.cff.ch](http://www.cff.ch)
  - Agencies linked to SBB
- Exchange channels:

When purchasing the ticket, the passenger must ensure they are aware of the ticket's after-sales conditions, such as the different conditions of exchange or refund that apply to the fare paid and the sales outlet, as well as the type of ticket purchased (IATA ticket or e-ticket).

Fees may apply in certain circumstances (for tickets with partial flexibility, in Standard 1<sup>st</sup> and Standard, the fee is €30 per person, per journey).

A processing fee (charged by the sales outlet) may also be applied.

The passenger cannot claim a reduction on their ticket price once it has been purchased.

- Payment methods:

Passengers may use the following payment methods:

- In France: In cash, using French legal tender, by bank cheque or postal order in Euros, crossed and payable in France, or by French chip bank card displaying the CB logo, apart from cards requiring systematic authorisation (those whose digits are not embossed). International foreign bank cards displaying the CB, VISA or Mastercard logo only are also accepted.

If paying by a bank cheque or postal order that is crossed and payable in France, the passenger must provide ID.

- In Switzerland:
  - Ticket desks: in CHF cash, by Reka-Check, Reka-Rail payment, gift card, bank cards (Maestro, PostFinance Card, Vpay), credit cards (Visa, Mastercard, American Express, Diner, JCB), myOne card, Reka Card
  - SBB Ticket Shop: bank cards (PostFinance Card), credit cards (Visa, Mastercard, American Express, Diners), myOne card, Reka Card, vouchers
  - On the train: in CHF cash, by Reka-Check, Reka-Rail payment, bank cards (Maestro, PostFinance Card, Vpay), credit cards (Visa, Mastercard, American Express)
  - Any other method specified by the sales outlet



### 3.4.2. IATA paper ticket

The IATA paper ticket is a ticket printed on paper with a magnetic strip which shows all the information relating to the journey, such as the route, class, carriage and seat number, and the services to which the ticket holder is entitled.

### 3.4.3. Specific provisions in respect of e-tickets

**Ordering an e-ticket:** E-tickets can be reserved, paid for and exchanged using the aforementioned SNCF sales outlets. All TGV Lyria tickets can be sold as e-tickets as long as they are not purchased in combination with a ticket from another carrier that does not offer e-ticketing.

**E-ticket confirmations:** To board the train, the passenger using an e-ticket may print their e-ticket confirmation in A4 or IATA format. Alternatively, if the passenger registered their e-ticket compatible card number during the booking process, they should bring this card or show their mobile phone. As the e-ticket is digital, the e-ticket confirmation is not a ticket but is instead an extract thereof.

**Printing the e-ticket confirmation:** The passenger may print or reprint their e-ticket confirmation at SNCF sales outlets (ticket or service desks at stations, SNCF stores, self-service ticket machines, SNCF-approved travel agencies).

It may also be sent by email if purchased via the direct phone line, from an SNCF-approved travel agency, on the Internet or at station ticket desks and SNCF stores.

If the passenger prints their own e-ticket, the printed ticket must meet the following conditions: to be valid, the e-ticket confirmation must be printed in landscape on clean A4 paper using a laser printer or an inkjet printer with a minimum resolution of 300 dpi. The print size must not be adjusted. E-tickets must not be displayed using any other method (electronic device, screen, etc. other than specific provisions applicable to e-tickets on smartphones). If something goes wrong or the print quality of the e-ticket is poor, the passenger must print out the pdf file again.

If the passenger is unable to print their e-ticket confirmations so that it conforms to the quality specifications given here, they are invited to go to the station to obtain a printed copy or to download the SNCF Assistant or OUI.Sncf apps in order to show the ticket on-board the train.

Therefore, before purchasing an e-ticket without an e-ticket compatible card, any passenger who wishes to print their own e-ticket confirmation should ensure that they have the appropriate software and hardware, namely a computer connected to the Internet with Acrobat Reader software as well as a laser printer or an inkjet printer with a minimum resolution of 300 dpi. Before booking their e-ticket, the passenger must check that it can be printed correctly on the printer being used. SNCF Voyageurs and SBB carriers are not liable in the event that the passenger is unable to print their e-ticket due to failure to comply with the preceding provisions.

**E-ticket memo:** passengers using an e-ticket compatible card will receive an e-ticket memo. This is an extract from the e-ticket containing the information relating to the journey (departure and arrival times, train, carriage and seat numbers, etc.).

**Properties and validity of the e-ticket:** The e-ticket is in the passenger's name and is non-transferable. The e-ticket is only valid for the train, date, class and route specified. It can be exchanged and/or refunded in accordance with the conditions of exchange and refund applicable to the fare selected by the customer.

**The SNCF Assistant app** also allows all customers to download their e-ticket and is available for free from

all app stores: App Store for iPhone, Android Market for Android and BlackBerry App World for BlackBerrys. The SNCF Assistant app is a smartphone app and is available to all customers who have purchased an e-ticket.

The corresponding terms and conditions are defined in the general terms and conditions of use for the SNCF Assistant service.

The general terms and conditions of use for SNCF-approved sales outlets specify the terms and conditions applicable to downloading the e-ticket in respect of the provisions mentioned above.

Failure to comply with any of the regulations specified above will invalidate the e-ticket.

### **Waiver – evidence**

Where the cost of the e-ticket exceeds €1,500 (one thousand five hundred Euros), the passenger or the person purchasing the e-ticket formally waives the provisions of article 1359 of the French Civil Code, namely that the contract of carriage is an agreement signed in front of a notary or is a private document.

The purchase of an e-ticket also implies that the passenger or person purchasing the e-ticket waives the provisions of article 1375 of the Civil Code. The consequence of such a waiver is that, when an e-ticket is sold, the only original copy of the contract of carriage is located in the SNCF Voyageurs IT system.

The e-ticket stored in the SNCF Voyageurs IT system, and all related data, is therefore prima facie evidence of the conclusion, content and execution of the contract of carriage. It therefore constitutes evidence that is admissible, valid and applicable to the passenger under the same conditions and with the same probative force as any document prepared, received or recorded in writing.

The completeness and reliability of the information contained in the SNCF Voyageurs IT system are ascertained by the implementation of a range of technical measures, such as the security of access to the IT system in question, identification or authentication, the traceability of any changes made to the ticket stored in the IT system and the implementation of technical security features.

## **4. VALIDITY OF TICKETS**

Tickets can only be used for a journey operating on the date, at the time, on the train, in the class and on the route indicated. The conditions of exchange and refund are dependent on the ticket purchased.

Reservations are essential for all journeys on TGV LYRIA trains. Tickets valid for travel on trains with optional reservation systems or without reservation systems cannot be used on TGV LYRIA trains.

To board the train, all passengers must be in possession of their ticket or valid e-ticket confirmation in accordance with these general terms and conditions.

If departing from a station where tickets are not sold, any passenger who has not purchased a ticket in advance must speak to the ticket inspector (train manager) immediately. In this case, the ticket inspector will be able to issue you with a ticket. In this case, the price levied on the train includes the surcharges for on-board sales effective on the date of the on-board sale. Some discounts linked to subscriptions or corporate cards do not apply to on-board ticket sales.

The passengers should check the departure platform of their TGV LYRIA train using the information provided by the operators of the stations served. Carriers are not responsible for managing this information and the information material provided, as this is the sole responsibility of the station operator in question.

## **5. TICKET INSPECTIONS AND THE PAYMENT OF EXCESS AND PENALTY FARES**



## 5.1. Inspection

The passenger must be in possession of a valid ticket for the whole of their journey.

Depending on the type of ticket and the fare, the passenger must be able to show their ticket or e-ticket confirmation, as well as any other document required to justify the fare paid, to any ticket inspector who asks to see it either on board the train or at the station. Passengers without a valid ticket or who are not in possession of the necessary documentation will be required to pay an excess fare in addition to the ticket price. This is in accordance with article 5.2.2. Failure to do so may result in their access to the train being denied.

If the passenger has an e-ticket or if the fare is subject to providing proof of identity and if, for any reason, the ticket inspector is in any doubt about their identity, the inspector has the right to demand payment of an excess fare based on the maximum fare applicable for the service provided. Failure by the passenger to pay the excess fare will result in a fine.

The passenger named on an e-ticket must be able to prove their identity. As the e-ticket is in the passenger's name and is non-transferable, the passenger may be required to provide valid photo ID (ID card, passport or residency card) in addition to the e-ticket confirmation to any inspector who asks to see it.

Ticket inspectors will issue a receipt for any payments made which can be used as a valid ticket if necessary.

## 5.2 Excess and penalty fares for passengers without a valid ticket

### 5.2.1 Travelling without a valid ticket

Passengers are deemed to be travelling without a valid ticket if, on the train or in the areas of the station subject to inspections and when asked to do so by a ticket inspector, they are unable to present a ticket that is valid under these General Terms and Conditions and the relevant regulations in France and Switzerland, i.e. a passenger who:

- is unable to present a ticket or an e-ticket confirmation
- is unable to present the supporting document for their reduced-fare ticket
- is travelling with an illegible or forged ticket or e-ticket confirmation
- is travelling on a non-transferable ticket in someone else's name
- is travelling with an e-ticket and presents an e-ticket confirmation which, upon inspection, reveals that the e-ticket has already been inspected on board the train or that the passenger has taken a different train to the one that was reserved
- provides an e-ticket confirmation which corresponds with an e-ticket that has already been exchanged or refunded

The passenger is also deemed to be travelling without a valid ticket if their ticket:

- is a ticket comprising multiple segments and at least one segment is missing
- is non-transferable and the passenger cannot prove their identity
- is not valid for the journey, the day, the class or the conditions applicable to the route taken.

### 5.2.2 Inspection, excess fares and penalty fares

- Passengers who speak to the ticket inspector immediately (on-board fare)

Passengers travelling without a valid ticket who speak to the ticket inspector immediately, before boarding the train or within a few minutes of departure from the boarding station, to inform the inspector that they do not have a valid ticket, may (as a gesture of goodwill) rectify the situation by paying the on-board fare, including a fee for issuing the ticket on board the train.

Reduced-fare tickets and those for which a deposit has been paid are not available on board the train.

The on-board fare is based on the price of the fully flexible fare for the class selected plus a surcharge (fee for issuing the ticket), which takes into account the additional costs associated with selling tickets at the time of boarding or on board the train. A fee for issuing the ticket is levied on each passenger. If multiple instances of missing or invalid tickets for a journey on a given train are identified at the same time for the same passenger, the total amount levied is the combined sum arising from each of the instances plus the fee for issuing the ticket.

However, instances of missing or invalid tickets for passengers and for any accompanying pets are resolved separately. On the train, any upgrade to a different class is subject to the prior consent of the ticket inspector to whom the passenger is required to speak. The cost of upgrading is based on the price of the fully flexible fare for the class chosen by the customer. In all cases, the amounts levied do not include the fee for issuing the ticket specified in the framework for on-board fares.

- Passengers who do not speak to the ticket inspector (penalty fare)

During the inspection, passengers travelling without a valid ticket who have not spoken to the ticket inspector in accordance with the conditions set out above can resolve the situation by paying an immediate separate fixed penalty charge in addition to any outstanding fare owed. The outstanding fare owed is based on the price of the fully flexible fare for the class chosen by the customer.

The fixed penalty charge is levied on each passenger. Instances of missing or invalid tickets for passengers and for any accompanying pets are resolved separately.

Fixed penalty charges are also levied on pets.

If multiple instances of invalid tickets for a journey on a given train are identified at the same time for the same passenger, the total amount levied is the combined sum arising from each of the instances plus the fixed penalty charge.

The penalty fare is also applied in the event of a non-fare related infringement (fixed charge only).

### 5.2.3 Discovery of an offence

- If the offence is discovered in France

If the passenger cannot or is unwilling to pay the required amount immediately and thus refuses the proposed transaction, the ticket inspector will report the offence. The passenger has the period set down by law:

- to pay the amount of the transaction, which comprises: any outstanding fare owed, the fixed charge and the processing fees, in accordance with the provisions of article 529-4 of the French Code of Criminal Procedure and articles R2241-33 to R2241-37 of the Transport Code
- or to submit a justifiable appeal to SNCF Voyageurs, sent to the French Public Prosecutor.



In order to report the offence, the inspectors mentioned in article L. 2241-1, 3° to 5°, are authorised to either obtain or record the offender's personal details and address, in accordance with the conditions set down by article 529-4 of the French Code of Criminal Procedure.

When inspecting the existence and the validity of passengers' tickets, registered ticket inspectors authorised by the French Public Prosecutor are authorised to record the offender's personal details and address. If the passenger objects to their personal details being recorded in the report, the ticket inspector may call upon the assistance of a judicial police officer or assistant.

If the perpetrator refuses or is unable to prove their ID, the ticket inspector will report the matter immediately to any officer with territorial jurisdiction from the national police or national gendarmerie, who can then order the immediate presentation of the offender's documents.

During the time required by the police officer to gather the information and come to a decision, the perpetrator is obliged to remain at the disposal of a registered and authorised inspector. Any infringement of this requirement is punishable by a two-month prison sentence and a €7,500 fine.

If payment is not made within the legal period stipulated, and in the absence of an appeal, the passenger will be subject to legal proceedings in accordance with the provisions of articles 529-3 to 529-5 of the French Code of Criminal Procedure.

In all cases where a report is written, the case is filed electronically in a relational database.

Moreover, fraudulent use of a ticket or an e-ticket confirmation (an expired, forged or counterfeit ticket or e-ticket confirmation, a non-transferable ticket used by a third party or by a person unable to prove their identity when the ticket is inspected, etc.) will result in its immediate withdrawal and, where appropriate, a criminal prosecution.

- If the offence is discovered in Switzerland

If the passenger cannot or is unwilling to pay the required amount immediately, the relevant provisions of Tarif 600, part 12, will apply. <https://www.allianceswisspass.ch/fr/Themes/TarifsPrescriptions>. We reserve the right to bring criminal proceedings.

### **5.3 Payment terms**

On board the train, all payments must be made in French or Swiss legal tender, by bank cheque or postal order in Euros, crossed and payable in France, or by French chip bank card displaying the CB logo, with the exception of cards requiring systematic authorisation (those whose digits are not embossed). International foreign bank cards displaying the CB, VISA or Mastercard logo only are also accepted.

If paying by a bank cheque or postal order that is crossed and payable in France, the passenger must provide ID.

## **6. EXCHANGING TICKETS**



An exchange consists of changing some or all of the elements of travel. A new ticket will be issued.

If the tickets allow, they can be exchanged under the following conditions:

- It is the same route as the original ticket
- The route is still operated by TGV LYRIA
- The journey has not started
- Seats are still available on the train
- The fare or the fare structure permits exchanges

If the ticket is exchangeable and the above conditions are met, exchanging the ticket will incur a fee of €30 per person, per journey (fixed charge to be converted according to the purchasing currency) and may also result in a surcharge due to the difference between the cost of the initial journey and the cost of the new journey.

Tickets can be exchanged as follows:

- In France
  - At SNCF stations and stores
  - Through the approved travel agent where the ticket was sold
  - Via the direct line by calling 3635
  - Self-service ticket machine (BLS)

And, for e-tickets:

- On the websites and apps of approved SNCF partners and on SNCF mobile apps
- Through the approved travel agent where the ticket was sold
- Station ticket desks and SNCF stores
- Via the direct line by calling 3635
- Self-service ticket machine (BLS)
- In Switzerland
  - At SBB stations

E-tickets cannot be exchanged at SBB sales outlets.

- Flexible boarding

Depending on the fare applicable to the ticket purchased (fully flexible terms), customers may take advantage of flexible boarding, allowing them to board other trains operating on the same route and the same day.

If flexible boarding is permitted, customers are not required to exchange their ticket in order to board the train. However, flexible boarding does not provide a guarantee of a reserved seat or booked services, such as at-seat refreshments.

## **7. TICKET REFUNDS**



### **7.1. Definition of refund**

The full cancellation of a ticket.

### **7.2. Requesting a refund**

A refund for a completely unused ticket may be requested:

- at any station or SNCF store if the ticket was booked at a station ticket desk or an SNCF store; from a self-service ticket machine, from the SNCF Customer Relations Department (RCAD) or through the website or mobile app of certain approved SNCF partners (if specified in the partner's general terms and conditions of sale)
- at any station or SNCF store, from the SNCF Customer Relations Department, through the SNCF mobile app or via the website or mobile app of certain approved SNCF partners for e-tickets booked under the conditions of the preceding paragraph and paid for using a bank card
- from the approved SNCF partner that issued the ticket only. For tickets including reservations, reserved seats can be released for resale at stations or SNCF stores and refunded at a later date by the issuing approved SNCF partner.

Tickets ordered remotely and not received by the customer:

- These tickets cannot be refunded at station ticket desks and stores
- Customers are required to submit their refund request to the SNCF Customer Relations Department (RCAD), attaching the slip (CC 132) issued on the train. The sum stated on the slip will be refunded to the customer upon production of evidence of the order.

If an e-ticket refund is requested following the departure of the train or if the e-ticket was paid for in cash, the passenger will be required to provide ID.

There are no partial ticket refunds for abandoned journeys after the journey has started.

Specific or more restrictive conditions may apply to certain discounted fares.

In the case of IATA paper tickets, ISO paper tickets, electronic tickets and tickets purchased from travel agencies, the original tickets are required in order to request a refund.

Furthermore, lost or stolen tickets will not be replaced, and duplicate tickets will not be issued under any circumstances. However, this provision does not apply to printed e-tickets or e-tickets stored on smartphones, as these are simply extracts of the ticket.

For fares that permit refunds, refunds will not be accepted after 30 minutes after the train's departure. After this time, tickets cannot be refunded.

Unless otherwise specified for discounted fares, ticket refunds before the departure of the train may be subject to a deduction specified in the fare conditions (see article 3.3 Description of offer).

For fares that permit refunds, refunds will not be accepted after 30 minutes after the train's departure.

The deduction is applied to cover the consequential loss of revenue resulting from the inability to resell unused seats. A flat-rate deduction is applied prior to the time of the train's departure. The deduction is applied per person, per journey.





### **7.3. Refund methods**

If a ticket was paid for by bank card, the refund is credited to the bank card used for the original transaction.

- If a ticket was paid for in cash, it is refunded in cash unless the amount is greater than €150, in which case transfer details are requested and the refund is made by bank transfer.
- If a ticket was paid for by cheque, it is refunded by bank transfer (transfer details requested), with the option to refund in cash for amounts under €15.

Tickets purchased using vouchers or *chèque-vacances* holiday vouchers are refunded in vouchers.

If the passenger used a combination of payment methods to purchase the ticket, the refund is carried out by bank transfer, with the exception of voucher payments.

Where vouchers or *chèque-vacances* holiday vouchers have been used to pay for part of the ticket, these portions of the fare will be refunded in vouchers.

If permitted by the conditions of the contract between the passenger and the agent, refund requests for tickets purchased through a travel agent must be made to the travel agent in question, irrespective of the country of purchase.

Furthermore, there will be no refunds for amounts under €4.

## **8. OBLIGATIONS OF THE PASSENGER**

### **8.1. Respect for the rules and safety regulations at stations and on board trains**

Passengers travelling on-board TGV LYRIA are subject to the following obligations:

- a) Compliance with the instructions of SNCF Voyageurs and SBB staff, station operators and infrastructure operators, as well as with the legislative and regulatory provisions of France and Switzerland in force, and with all requirements concerning the order and security of the rail service, particularly with the conditions of access to the station and trains.
- b) Arrival at the platform, ready to board the train, at least 2 minutes before the departure time, in order to guarantee the prompt departure of trains. After this time, access to the train is no longer guaranteed.
- c) Taking the necessary precautions and ensuring the safety of the people, pets and objects in their care.
- d) When awaiting the arrival of the train on the platform, keeping a safe distance behind the lines marked out for this purpose on the platform or as defined by the station announcements.
- e) Not opening the door while the train is moving and only boarding and alighting when the train is at a station. Passengers may only leave the train when authorised to do so by the train staff and by

following the instructions given by them. Passengers are also not permitted to board or alight from the train while it is moving.

f) Not using the toilets when the train is stopped at a station.

g) Only using mobile phones on board in the corridors and on the carriage platforms and only if the ringtone is disabled or reduced, so as not to disturb other passengers.

h) Only using multimedia devices with headphones, to avoid disturbing other passengers.

i) Not smoking (or vaping) in no-smoking areas, even with the consent of other passengers.

j) During ticket inspections, paying any excess sums required to inspection staff.

k) Paying any outstanding fines.

l) Except in the event of serious, imminent danger, not using the emergency brakes, alarms, emergency door-opening systems, fire extinguishers, hammer or glass cutter, or any other emergency system installed in the train.

m) Unless expressly authorised by the SNCF and/or SBB, commercial activity is not permitted on board the train.

n) Loading and unloading their own bicycle, provided it is folded, or the wheels have been removed, and it has been placed in a cycle cover measuring no more than 1.20 m x 0.90 m and labelling all luggage.

In general terms, informing on-board staff as soon as possible about any situation which is unusual or might undermine the safety of the train.

Passengers who do not comply may be removed from the train or refused permission to board without the right to a refund.

Any passenger who poses a risk to the safe operation of the train or to other passengers or who inconveniences other passengers in an unacceptable manner may also be removed from the train or refused permission to board without the right to a refund of their fare.

## **8.2. Minors**

For reasons of safety, children under the age of 12 are not authorised to travel alone on the TGV Lyria trains subject to these terms and conditions.

When travelling, all minors, whether accompanied or not, are the responsibility of their parents or the person or persons exercising parental authority. Parents or those exercising parental responsibility are responsible for consulting the appropriate national authorities and ensuring that any minor has the documentation required for crossing national borders.

## **8.3. Necessary formalities when travelling abroad**

When travelling to a foreign country by train, it may be necessary to complete certain customs or administrative formalities. Passengers are therefore invited to approach the appropriate authorities to ascertain precisely which customs or administrative procedures will be undertaken by the appropriate authorities (consulate, ambassadors.) in order to fulfil all the necessary requirements when crossing the



border.

## 9. LUGGAGE AND PETS

### 9.1. Luggage

Passengers retain sole responsibility for their luggage for the entire duration of the journey, including when it is stored in the luggage compartments between the carriages.

It must be clearly labelled with the passenger's first and last name.

For the comfort and safety of all passengers during your journey, you are only permitted to board items of hand luggage that you can carry and stow away in dedicated compartments without difficulty and without posing any risk to fellow travellers, their luggage or yourself.

The following items are also accepted as hand luggage subject to the same conditions as above, and one item is allowed per passenger:

- Bicycles, provided they are folded, or their wheels have been removed, and they have been placed in a cycle cover measuring no more than 1.20 m x 0.90 m
- Skis, folded pushchairs
- Wakeboards in a cover measuring no more than 1.20 m x 0.90 m
- Manual or electric wheelchairs for people with reduced mobility; whether they remain in their wheelchair for the duration of the journey or not, these passengers are permitted to keep their wheelchairs with them

However, if the wheelchair is too large to board and/or fit into the passenger carriage, or in the case of group travel, SNCF will attempt to find the best solution on a case-by-case basis to allow the wheelchair in question to be carried. For this reason, attention is drawn to article 10 of these terms and conditions in respect of passengers with reduced mobility.

### 9.2. Pets

Only dogs that are muzzled and on a lead and small pets weighing no more than 6 kg and transported in a pet carrier measuring no more than 45 x 30 x 25 cm are permitted to travel on TGV Lyria services.

Each passenger is permitted to travel with two pets in accordance with the conditions described above. A 'dog' ticket costing €20 is required for each pet. A standard-fare ticket must be purchased for each subsequent additional pet.

However, guide dogs and assistance dogs travel free of charge and do not require a ticket.

Pets must not inconvenience other passengers. At the request of a passenger, the train manager may move the pet and owner to another part of the train.

## 10. PASSENGERS WITH REDUCED MOBILITY

Upon request, station operators provide free assistance to enable passengers with reduced mobility to board and alight from the train.

A request for assistance must be made **when purchasing the ticket or at least 48 hours prior to the date of the train's departure** in one of the following ways:

Description of the Access Plus service:



The Access Plus service is a bookable service providing assistance to people with reduced mobility when boarding/alighting from the train. At the departure station, passengers using the assistance service are met at an accessible location within the station and assisted to their seat on the train.

At the destination, passengers are met at their seat on the train and are assisted to the station exit, to an accessible meeting place in the station, to the taxi rank or to their connecting train.

This service is free of charge. It is available at certain stations. To access the list of participating stations, customers can go to [www.accessibilite.sncf.com](http://www.accessibilite.sncf.com) or call 3635, 7 days a week, from 7 am to 10 pm.

Customers can book this service:

- In France
  - By calling 3635 #45, 7 days a week, from 7 am to 10 pm. Free service plus the cost of the call
  - Online at [www.accesplus.sncf.com](http://www.accesplus.sncf.com)
- In Switzerland
  - By calling 0800 007 102 (free when calling from Switzerland), 7 days a week, from 6 am to 10 pm.
    - 
    - From outside Switzerland: +41 51 225 78 44
  - By email: [mobil@sbb.ch](mailto:mobil@sbb.ch)

We cannot guarantee that requests for assistance received within 48 hours of travel will be met.

There is a special fare for people who accompany passengers with reduced mobility. On board the train, there is a specific space for wheelchairs in the 1<sup>st</sup> class carriage (carriages 11 and 1, guard's room): a moveable seat makes it easier to sit down. The toilets have been adapted to provide improved access.

## **11. LIABILITY**

SNCF Voyageurs is responsible to passengers for the operation of the part of the rail service using the French railway network.

SBB is responsible to passengers for the operation of the part the rail service using the Swiss railway network.

We remind customers that the liability rules of SNCF Voyageurs and SBB are subject to the provisions of the Uniform Rules concerning the Contract for International Carriage of Rail Passengers (CIV), the PRR and the GCC-CIV/PRR.

### **11.1. Liability in the event of death or injury**

The liability of the Carriers in the event of the injury and/or death of the passenger is governed by the European regulation 2007-1371 on rail passengers' rights (PRR) and the CIV Uniform Rules contained therein, without prejudice to applicable national law granting passengers further compensation for damages.

In the event of the injury and/or death of the passenger during the provision of the transport service, SNCF Voyageurs is liable for the part of the rail service on the French railway network and SBB is liable for the

part of the rail service on the Swiss railway network, with the exception of the following cases:

- a) If the accident was caused by circumstances not connected with the operation of the railway which SNCF or SBB, despite of having taken the care required in the particular circumstances of the case, could not avoid, and the consequences of which they could not prevent.
- b) To the extent that the accident is due to the fault of the passenger.
- c) If the accident is due to the behaviour of a third party which SNCF or SBB, in spite of having taken the care required in the particular circumstances of the case, could not avoid and the consequences of which they were unable to prevent; another company using the same railway infrastructure is not considered as a third party; the right of recourse is not affected.

If the accident is due to the behaviour of a third party and if, in spite of that, SNCF Voyageurs or SBB is not entirely relieved of its liability, it is liable in full up to the limits laid down in these Uniform Rules and/or applicable national law but without prejudice to any right of recourse which the carrier may have against the third party. When, as a result of exceptional circumstances, the operation of the railway is temporarily interrupted and the passengers are transported by an alternative mode of transport (e.g. by bus), these rules of liability will apply.

In the event of the injury and/or death of a passenger during the transport service, the liable carrier as set out in article 56 (1) combined with article 26 (5) will make advance payments to the passenger or their dependants as may be required to meet immediate economic needs. The amount of this advance is 21,000 EUR per passenger in the case of death. In the case of injury, the amount of the advance corresponds to reasonable, justifiable expenses. This cannot exceed 21,000 EUR per passenger.

An advance payment does not constitute admission of liability and may be offset against any subsequent award of damages. The advance is returnable in the cases where damage was caused by the negligence or fault of the passenger or where the person who received the advance payment was not the person entitled to compensation

Insofar as it is compatible with the safeguarding of its interests, even if the carrier contests its liability, it will make every reasonable effort to assist a passenger claiming compensation for damage from third parties (document transmission, consulting investigative reports, submission of documents, etc. as appropriate).

## **11.2. Liability for hand luggage and pets**

Liability for hand luggage and pets in the care of the passenger is governed by the CIV Uniform Rules contained in the PRR and by the GCC-CIV/PRR.

The limitation of liability provided for in article 34 CIV does not apply to the mobility equipment used by disabled people and people with reduced mobility.

In the event of the injury and/or death of passengers for which SNCF Voyageurs or SBB are liable, the latter are furthermore liable, under the same conditions, for the damage resulting from the total or partial loss of, or damage to, the items that the passenger had, either on their person or with them as hand luggage; the same applies to any pets that were under the supervision of the passenger.

In addition, SNCF Voyageurs or SBB are not liable for the damage resulting from the total or partial loss of, or damage to items, hand luggage or pets, the supervision of which is the responsibility of the passenger in accordance with the contract of carriage, unless the passenger provides proof that this damage was caused (i) by the fault of one of the carriers and (ii) at the time when it was acting in its capacity as the carrier.

Compensation for the total or partial loss of or the damage to hand luggage, pets and passengers' luggage comprises:

- The amounts due to the passenger defined by the Uniform Rules.
- Where appropriate, the amounts due to the passenger according to the rules of liability under applicable national law.

SNCF Voyageurs or SBB are not liable to the passenger for loss or damage resulting from the fact that the passenger does not conform to the formalities required by customs or other administrative authorities.

### **11.3. Liability in the event of cancellation, delay or missed connection**

In the event that it is impossible to continue the journey on the same day: when the passenger is not able to continue their journey on the same day in accordance with the contract of carriage, due to cancellation, delay or missed connection, or if continuing the journey cannot reasonably be expected in the given circumstances, the carrier will reimburse reasonable costs occasioned by having to notify persons expecting the passenger and will arrange suitable accommodation, including transfers, or reimburse reasonable accommodation costs, including transfers. The carrier may offer alternative transport (bus, underground rail, taxi, etc.).

## **12. COMPENSATION PAID IN THE EVENT OF DELAY**

### **12.1. Amount of compensation**

Passengers travelling on an international route with TGV Lyria who experience a delay of at least 30 minutes will receive compensation as a gesture of goodwill, according to the following terms:

#### **Compensation for tickets purchased through an SNCF sales outlet**

- For delays of more than 30 minutes and less than 60 minutes: 25% of the price of the ticket in SNCF travel vouchers only
- For delays of more than 60 minutes and less than 120 minutes: The passenger's choice of either 25% of the price of the ticket in SNCF travel vouchers or paid as a bank transfer
- For a delay of 120 minutes or over: The passenger's choice of either 50% of the price of the ticket in SNCF travel vouchers or paid as a bank transfer

#### **Compensation for tickets purchased through an SBB sales outlet**

- For delays of more than 30 minutes and less than 60 minutes: 25% of the price of the ticket in SBB Rail Bon travel vouchers only
- For a delay of more than 60 minutes and less than 120 minutes: 25% of the price of the ticket in SBB Rail Bon travel vouchers or in CHF
- For a delay of 120 minutes or over: 50% of the price of the ticket in SBB Rail Bon travel vouchers or in CHF

Note: TGV LYRIA passengers who travel on a domestic transport service, using only the French or the Swiss railway network, are covered by SNCF Voyageur Fares, by the SNCF Garantie Voyage (G30), or by the current Swiss Public Transport Fares, respectively.

### **12.2. Procedure**

Requests for compensation must be submitted within the two months of the delayed journey:

- The compensation request is made online using the contact form, available online at <http://www.sncf.com/fr/compensation-g30>. The 6-digit travel document reference is required to make the compensation request.
- The passenger can also submit a request for compensation by freepost, indicating their full name, email address (or postal address), the travel document reference (6-digit reference on the ticket), the travel date, train number, attaching the ticket, and enclosing the ticket in a stamped envelope to the following address:
  - For tickets purchased through an SNCF sales outlet:  
Service Garantie 30 minutes SNCF  
CS 69150  
14949 CAEN Cedex 9
  - For tickets purchased through an CFF sales outlet:  
Schweizerische Bundesbahnen SBB  
Personenverkehr  
Kundendienst  
Postfach  
CH-3000 Bern 65
- SBB website: <https://www.sbb.ch/en/station-services/after-your-journey/customer-service/passenger-rights.html>

For questions and enquiries, the customer can also contact Lyria direct at: [info@lyria.com](mailto:info@lyria.com).

## 13. COMPLAINTS

### 13.1. Complaints in the event of passenger injury and/or death

All complaints relating to the carrier's liability in the event of the injury and/or death of the passenger must be sent in writing to the carrier which operated the part of the carriage during which the accident occurred, namely:

- (i) SNCF Voyageurs (Service Relation Client SNCF, 62973 ARRAS Cedex 9) if the accident occurred on the French railway network and
- (ii) SBB (SBB, Centre de sinistres et droit pénal, Inseliquai10, case postale, 6002 Lucerne ; [centresinistres@cff.ch](mailto:centresinistres@cff.ch)) if the accident occurred on the Swiss railway network, within twelve months of the time when the claimant became aware of the loss or damage.

### 13.2. Other complaints

Other complaints and grievances must be sent to the following address within the two (2) months following the delayed journey:

#### 1.1 - LYRIA – Customer Service

25 rue Titon

75011 Paris

Complaints concerning the implementation of rail passengers' rights derived from Regulation (EC) no° 1371/2007 can be sent in France to the Directorate-General for Competition Policy, Consumer Affairs and Fraud Control (DGCCRF) at the following address:

**1.2 - DGCCRF**

Télédoc 071

59, boulevard Vincent-Auriol

75703 Paris Cedex 13

**13.3. Mediation**

In order to find an amicable resolution to a legal dispute that TGV LYRIA's customer service department has been unable to resolve, passengers may contact the SNCF Mobilités Ombudswoman, an independent external mediator. Complaints to the Ombudswoman must be made in writing, in French or English.

The Ombudswoman can be contacted

- online at: [www.mediateur.sncf.com/Mediation/Accueil/fr#!](http://www.mediateur.sncf.com/Mediation/Accueil/fr#!)

- or by post at the following address:

**SNCF Voyageurs Ombudswoman**

**TSA 37701**

**59 973 TOURCOING CEDEX**

**14. MISCELLANEOUS PROVISIONS**

**14.1. Intellectual property**

SNCF Voyageurs is the exclusive owner of the 'TGV LYRIA' brand and of all its associated brand assets. Any reproduction for any reason and in any format is strictly prohibited.

LYRIA and its partners are the holders of all the intellectual property rights relating to the TGV LYRIA website.

Access to the TGV LYRIA website does not entitle the passenger to any right of ownership to these websites, which remain the exclusive property of LYRIA and its partners.

The accessible elements on the TGV LYRIA website, such as texts, photographs, images, icons, maps, sounds, videos, software, data, database, etc., are also protected by intellectual and industrial property rights and other private rights belonging to LYRIA and its partners.

The passenger may not, under any circumstances, reproduce, represent, modify, transmit, publish or adapt any or all of the TGV LYRIA website on any medium, by any means, or otherwise exploit it in any manner whatsoever, without the prior written authorisation of LYRIA. The passenger is informed that this includes, but is not limited to, practices such as 'scraping' or the use of bots for the purposes of extracting and/or reproducing any element of the TGV LYRIA website.

Any exploitation of all or part of the TGV LYRIA website for any reason, without LYRIA's prior authorisation,



may lead to appropriate action being taken, including infringement proceedings.

The insertion of hypertext links to any part of the TGV LYRIA website without LYRIA's prior written authorisation is prohibited.

#### **14.2. Protection of personal data**

In accordance with legislation for the protection of personal data, when purchasing a ticket, the passenger is informed and expressly agrees that all the information they provide in the course of the ticket purchase is subject to automated processing by the carriers SNCF Voyageurs and SBB for the purposes of (i) order tracking and, in general terms, the proper provision of the transport services, (ii) marketing or statistical studies, (iii) sales promotion activities for TGV LYRIA products and (iv) claims handling.

TGV Lyria – 25 rue Titon 75011, Paris, acting as data controller, processes personal data in connection with the provision of its services. For further information, please see our privacy policy:

<https://www.tgv-lyria.com/fr/en/privacy-policy>.

TGV Lyria has appointed a data protection officer, ITNovem, who can be contacted by email at the following address: [dpo-lyria@itnovem.com](mailto:dpo-lyria@itnovem.com).

TGV Lyria carries out data processing for the following purposes:

- marketing or statistical studies
- sales promotion activities for TGV LYRIA products
- claims handling
- on-board WIFI

The data collected for these purposes are:

- identification and contact details (last name, first name, title, email address, etc.)
- data relating to carriage (ticket purchased, log, journey taken, etc.)
- Internet data (audience analysis, etc.)
- data related to claims (free-form entry stating the substance of the claim, order history, etc.)

Data collected directly or indirectly by TGV Lyria is required for this processing and forwarded to the relevant departments of TGV Lyria, or to its partners, sub-contractors or service providers if applicable.

Data is stored for no longer than 3 years:

- Marketing or statistical studies and sales promotion activities for TGV LYRIA products: 3 years.
- Complaints handling: 3 years.
- On-board WIFI: personal data is stored for no longer than is necessary to fulfil the purposes for which it was collected. Depending on the nature of the data, it may be stored for a specified period after the expiry of the retention period to fulfil certain legal requirements (e.g. connection and traffic data), but this may not exceed 12 months.

The legal basis for this processing of personal data is the contractual relationship between the TGV Lyria customer and Lyria.



Data is transferred with Switzerland. The EU recognises Switzerland as a country with appropriate personal data protections.

In accordance with EU regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 and with the French law 2018-493 of 20 June 2018, you have the right to access, rectify, restrict the processing of, port, delete and object to your personal data by contacting our Data Protection Officer by email (dpo-lyria@itnovem.com)

These rights are explained more fully on the CNIL website (<https://www.cnil.fr/fr/comprendre-vos-droits>). You also have the right to make a complaint to a supervisory authority.