# GENERAL TERMS AND CONDITIONS OF TRAVEL OF DE LIJN

(FLEMISH TRANSPORT COMPANY)

Valid from 1 SEPTEMBER 2022



De Lijn - Motstraat 20 - 2800 Mechelen

Mechelen Register of Legal Entities: 0242.069.537

VAT no.: BE 0242.069.537

# 1 CONTENTS

_		
2	2 Introduction	3
	2.1 How can you use this document?	3
	2.2 About De Lijn	3
	2.3 Subject of these general terms and conditions of travel	4
	2.4 Changes to our terms and conditions	5
3	3 Glossary	6
4	4 De Lijn's services	8
	4.1 Scheduled public transport	8
	4.2 The dial-a-bus	8
	4.3 Transport for specific occasions and situations	9
	4.4 Business range	10
	4.5 Travel advice	10
5	5 De Lijn's travel products	11
	5.1 Travel passes	11
	5.2 Tickets	12
6	6 Travelling with De Lijn	13
	6.1 Travel rules for a pleasant journey	13
	6.1.1 You must not cause damage:	13
	6.1.2 You must not disturb other passengers:	13
	6.1.3 You may not prevent the proper functioning of De Lijn's services:	14
	6.1.4 Applicable agreements	14
	6.1.5 What happens if you do not adhere to the applicable agreements?	15
	6.1.6. Specific rules on ticket inspections	17
	6.2 What can you take with you on the bus or tram?	18
	6.2.1 Hand luggage	18
	6.2.2 Bicycles	18
	6.2.3 Animals	18
	6.3 Processing of personal data	18
7	7 Any questions? Ask the customer service	19

# 2 Introduction

# 2.1 How can you use this document?

Thank you for your interest in De Lijn's services.

As well as being a handy guide to using De Lijn's services, this document also gives you an overview of all rules of conduct and terms and conditions that apply if you use these services.

We have tried to make these terms and conditions of travel as easy to read as possible for you as a passenger by structuring them clearly. The organising principle is your experience as a passenger when searching, purchasing and using our product range, which we briefly describe below.

In the introduction we briefly explain what De Lijn is and what it stands for. We also provide references to enable you to obtain more information on the De Lijn website, the Enterprise Database and the orders and decrees governing De Lijn's duties as a public transport operator.

You will find an overview of our services in Chapter 4: 'De Lijn's services'.

We then go into more detail about the various products that we offer to passengers in connection with our services. You will find an overview of our general product range in Chapter 5: 'De Lijn's travel products'.

Once you have purchased a product, it is important to know what rules you must follow when using our services and what the penalties are for breaking the rules. You will find an overview of the rules and the fines that apply if they are broken in Chapter 6: 'Travelling with De Lijn'.

If you encounter a problem while using our services, there are various ways in which De Lijn can support you. You will find an overview of the ways in which De Lijn can support you in Chapter 7: 'Questions'.

Some of the terms used in these 'General terms and conditions of travel' are explained in the glossary in the next chapter.

# 2.2 ABOUT DE LIJN

Under the brand name De Lijn, 'de Vlaamse Vervoermaatschappij' (the 'Flemish Transport Company') offers public passenger transport in Flanders. It does so at the request of the Flemish Government, its duties being defined in a public service contract and regulated by, among other things, the following decrees and orders (this list should not be regarded as exhaustive):

- The Decree of 31 July 1990 establishing the Vlaamse Vervoermaatschappij
- The Flemish Government Order of 14 May 2004 concerning the operation and rates of the VVM, and
- The Decree of 26 April 2019 on basic accessibility.

Its duties can be summarised in the following mission statement:

- De Lijn aims to be the smart travel companion for journeys throughout Flanders.
- De Lijn is close to its passengers, offering an extensive range of **sustainable** and high-quality transport solutions in which safety, reliability and efficiency are central.
- De Lijn is an important **interlocutor** of the Flemish government on the **development of mobility policy** and thus supports economic, ecological and social development.
- De Lijn creates a **stimulating and respectful working environment**, so that our friendly and competent employees are our ambassadors.
- In this way De Lijn contributes to a **Flanders that is easily accessible** and that's pleasant to live in.

You can find more information about De Lijn's duties on our website <u>delijn.be</u>, especially here: <u>delijn.be/en/content/over-de-lijn/toekomst-waarden</u>

If you are looking for up-to-date information about our company, the annual sustainability report is recommended. You can find the latest report here:

delijn.be/en/content/over-de-lijn/organisatie/zorgzaam-ondernemen/duurzaamheid

De Lijn has its head office in Mechelen (Motstraat 20, 2800 Mechelen) and can be found in the Enterprise Database with the following references: Mechelen Register of Legal Entities: 0242.069.537, VAT no.: BE242069537.

# 2.3 SUBJECT OF THESE GENERAL TERMS AND CONDITIONS OF TRAVEL

In this document we provide an overview of the rights and obligations of the passenger and of De Lijn.

These general terms and conditions of travel apply as soon as you use De Lijn's services. In addition, they describe the obligations you and De Lijn have towards one another in connection with the use of the means of transport, stations or stops. The terms and conditions also apply if you use replacement transport that is deployed by De Lijn. De Lijn personnel are responsible for ensuring that passengers, and the public in general, comply with the provisions of these De Lijn general terms and conditions of travel.

These general terms and conditions of travel provide you with general information about your rights and obligations with regard to the range of our services and products and the rules of conduct that apply on our vehicles.

In addition to these general terms and conditions, supplementary product terms and conditions apply to specific travel products, such as travel passes and products that allow you to make a number of journeys. You can find information about our travel passes and products on the product pages on our website:

<u>delijn.be/en/content/vervoerbewijzen/tickets</u> <u>delijn.be/en/content/vervoerbewijzen/abonnementen</u>

In addition, there are specific terms and conditions of sale relating to the sale of our products and De Lijn's rights and obligations; you can find these via the following link: delijn.be/verkoopsvoorwaarden-eng

# 2.4 CHANGES TO OUR TERMS AND CONDITIONS

All our terms and conditions are subject to change. Changes to our terms and conditions apply to all new and existing transport agreements and when using our services.

Changes to the terms and conditions will be announced on the De Lijn website at least one month before they take effect.

Changes to our terms and conditions will only come into effect one month after the publication of our terms and conditions on the De Lijn website.

Some of our terms and conditions can be found in existing Flemish regulations. These regulations take precedence over this document in all cases, and any changes to the regulations will be applicable as soon as they enter into force. In the event of any conflict or contradiction between these terms and conditions and the regulations of the Flemish Government, the regulations of the Flemish Government will take precedence.

The prices of the various tickets and passes are set by the Flemish Government. In addition, De Lijn may - in consultation with partners or otherwise - offer special/temporary tickets and passes with specific characteristics that differ from those of regular ones. You can consult these prices via the following link: delijn.be/en/content/vervoerbewijzen

# 3 GLOSSARY

The definitions listed below are applicable in these De Lijn general terms and conditions of travel:

- **dial-a-bus:** bus for demand-based, regular transport, which only operates after prior booking by a passenger, and only serves the stops for which a request has been made in advance
- **cEMV**: contactless Europay, Mastercard and Visa. You can find more specific information on the use of contactless media to carry tickets here: delijn.be/en/content/vervoerbewijzen/tickets/contactloos-betalen
- **driver**: driver of a De Lijn tram or bus
- **ticket inspectors**: personnel appointed by the minister and tasked with supervising compliance with the De Lijn general terms and conditions of travel. Ticket inspectors have an identification document signed by the director general of the Vlaamse Vervoermaatschappij
- De Lijn: commercial name of the Vlaamse Vervoermaatschappij De Lijn (VVM De Lijn for short)
- **timetable**: table per line with departure and arrival times at the main stops of De Lijn vehicles, used for scheduled transport
- **event:** a local, public event, either one-off or cyclical in nature, for which special tickets with adapted fares and a special service may be provided
- electronic card: a carrier for tickets. You can find more specific information on the use
  of the electronic card here:
  delijn.be/en/content/vervoerbewijzen/elektronische-kaart
- area: part or all of the De Lijn transport area where a certain rate and timetable apply
- validity period: the duration expressed in hours, days or months for which a ticket or travel pass is valid
- **scheduled transport**: urban or regional transport with defined regularity and on a particular route; passengers are allowed to get on or off at predetermined stopping points. This transport is universally accessible.
- **lost property:** the procedure regarding items you have lost on De Lijn vehicles can be found here:
  - delijn.be/gevonden-voorwerpen
- **stop**: stopping point for scheduled or customised transport where passengers may be picked up or dropped off
- in-app message: a carrier for tickets and travel passes. You can find more specific information on the use of an in-app message here: delijn.be/en/content/reisinfo/ontdek-de-app
  - <u>delijn.be/en/tickets</u> delijn.be/en/abonnementen/e-sales
- **scheduled transport line**: a combination of stops served by scheduled transport, indicated by a unique line number
- Lijnwinkel store: De Lijn sales point
- month: 1 month for the purposes of travel passes (duplicates, refunds, etc.): a period of 28, 29, 30 or 31 consecutive calendar days, counting from a certain day of a month (= travel pass start date) until the day preceding the same day (as the start date) on the following month
- MIVB-STIB: Maatschappij voor het Intercommunaal Vervoer Brussel (Brussels Intercommunal Transport Company). Company that operates urban transport in the Brussels-Capital Region. STIB is the abbreviation of the French name: Société des Transports Intercommunaux de Bruxelles.
- MOBIB card: a carrier for tickets and travel passes. You can find more specific information on the use of the MOBIB card here: deliin.be/en/content/vervoerbewijzen/mobib
- **new passenger:** a passenger who either is starting his/her journey or is not eligible for a valid transfer
- NMBS-SNCB: National Railway Company of Belgium

- scanning: using up or reducing the value of a ticket by the amount of the fare, registering a valid transport right, or, in the case of cEMV, granting consent to your account being debited by the amount of the fare. Scanning takes place on the devices installed on De Lijn vehicles for the purpose
- **transferring**: the use by the passenger of two or more vehicles within a certain time to reach his/her destination
- **privacy law:** the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)
- **psychotropic substance:** substance that causes changes to the user's psychological state or mental functions, as defined in the Royal Decree of 6 September 2017 regulating narcotic drugs and psychotropic substances
- **registration**: the reading and writing of a ticket by the validation devices within the time limit without any financial impact for the passenger
- passenger: any person who uses the services of De Lijn, or who is at a stop or in a shelter or public space of De Lijn
- transferring passenger: ticket or card passenger who changes vehicles before the time limit expires in order to continue his/her journey or to return in the direction from which he/she came
- fare: for ticket and card passengers, the price charged for a journey with De Lijn. In the case of a journey where the passenger has to transfer one or more times, the fare is the price for the complete journey
- sms/text message: a carrier for tickets, only purchasable from certain telecom operators. You can find more specific information on the use of the text message here: delijn.be/en/content/vervoerbewijzen/tickets/overzicht-gsm-operatoren-sms-ticket
- TEC: Transport en Commun, company that operates urban and regional transport in the Walloon Region
- **terminal**: the payment terminal or payment device; for example contactless payment (cEMV) is only possible at the white terminal on a De Lijn vehicle
- time limit: the time until when a ticket is valid
- VDAB: Flemish Employment and Vocational Training Service
- discount card: any document entitling the holder to purchase or use reduced-rate tickets
- ticket: any document entitling the holder to use De Lijn services
- **De Lijn vehicle**: any publicly accessible vehicle used for the scheduled transport operated by De Lijn

# 4 DE LIJN'S SERVICES

# 4.1 SCHEDULED PUBLIC TRANSPORT

De Lijn is best known for its scheduled public transport provision. We use the term 'scheduled transport' because this transport has a fixed timetable.

The service provided by De Lijn is organised in the form of lines served by buses and trams. You can find the routes and timetables of our lines here: <a href="delijn.be/en/content/reisinfo/perronindelingen/">delijn.be/en/content/reisinfo/perronindelingen/</a>. Using the route planner is even easier:

<u>delijn.be/en/routeplanner</u>; more on this subject later.

On the coast, anyone can use the Coastal Tram, a service that runs all the way from De Panne to Knokke. The Coastal Tram is specifically intended to make your stay on the coast as pleasant as possible. For example, you can take your bike with you on the Coastal Tram, and extra services are added to the timetable at busy times. You can always find the latest news at <a href="dekusttram.be/en">dekusttram.be/en</a>

De Lijn also operates a number of express lines. There is a scheduled bus service between Maaseik and Brussels, between Brussels and Hamont and between Antwerp and Bocholt; these are often referred to as the Limburg express lines. These express lines have their own specific tickets and prices.

In some cities, De Lijn also offers specific scheduled evening and night transport. You can find details of current services here: delijn.be/en/content/reisinfo/avond-nachtvervoer

De Lijn's services are child-friendly. Children under the age of six travel for free and do not need to show a ticket, just proof of their age such as a Kids-ID. They must be accompanied by someone aged 12 or older. An accompanying person may have up to four children under the age of six travelling with him or her free of charge. The fare for one (1) ride must be paid for the fifth and any further children travelling with the same accompanying person.

For people with a disability, most of the vehicles are accessible and information about the accessibility status of the stops can be found on the De Lijn website and app. You can find more information about this here: <a href="delijn.be/en/content/toegankelijkheid/toegankelijke-haltes">delijn.be/en/content/toegankelijkheid/toegankelijke-haltes</a>

If you travel with a wheelchair, you do not need to book your trip when using scheduled transport services (except for the dial-a-bus). You can travel with a wheelchair if the stops where you will be getting on and off have at least 'accessible with assistance' status and the vehicle is accessible. You can check the accessibility status of the stops where you will be getting on and off on the website and contact the dial-a-bus switchboard to let us know about your planned trip. If the registration option is used, the availability of an accessible vehicle will also be checked. The information on the website can be found here: delijn.be/en/content/rolstoeltoegankelijke-rit-plannen

With a Free Accompanying Person's Card, an accompanying person can travel for free.

The driver will put out the ramp if necessary. An accompanying person or fellow-passenger may also put out the ramp. Wheelchair users must enter the vehicle unaided or with the help of an accompanying person, and position themselves correctly in the wheelchair space provided. Wheelchair users may travel on the vehicle if the reserved wheelchair space on the vehicle is available and the stop at least has the status of being accessible with assistance. If the wheelchair user is unable to travel on the vehicle for some reason, the driver will explain the reason for this to the passenger.

# 4.2 THE DIAL-A-BUS

Sometimes, the train or a regular bus or tram service does not provide a complete solution for your journey. Dial-a-bus may then be the answer. A dial-a-bus service operates in a particular area and has to be booked at a given stop.

As an existing customer, you can book online or contact the dial-a-bus switchboard to find out whether you can travel with the dial-a-bus service. Bear in mind that you can only use the service if there is no other possibility with a regular bus or train, and that we can only book your dial-a-bus journey if there are still spaces.

You can buy a ticket in advance at a sales point or Lijnwinkel store, from a ticket machine, by text message or with the app.

If you wish to use the dial-a-bus service, you must reserve a journey through the dial-a-bus switchboard or online. You can find out how to do this on the website (delijn.be/en/content/reisinfo/belbus). Reservations are always by name.

The first time you reserve the dial-a-bus, you will receive a letter explaining the reservation procedure and the dial-a-bus regulations.

If you no longer need the dial-a-bus or are unable to reach the stop on time, we ask that you notify the dial-a-bus switchboard promptly. This will prevent the dial-a-bus from visiting a stop unnecessarily, saving us an unnecessary detour and limiting the travel time for other passengers. In addition, a seat will then become available, so that another passenger can travel instead.

The first time you fail to show up without cancelling your reservation, you will receive a warning. Passengers who within a given 12-month period fail to present themselves for the bus without having cancelled will first receive a warning; on subsequent occasions they will be suspended and fined:

- first time: the passenger will receive a letter explaining the reservation procedure and the consequences if the arrangements are not kept to.
- second time: the passenger will be suspended for 1 month. During this period the dial-a-bus service may not be used.
- third and subsequent times: the passenger will receive a further 1-month suspension and an administrative fine. The amount of the fine will increase if the violation is repeated within 12 months.

# 4.3 TRANSPORT FOR SPECIFIC OCCASIONS AND SITUATIONS

De Lijn provides extra transport for a large number of events. This gives you a smoother connection for certain events and allows you to take a bus or tram at more frequent intervals.

The transport provision is adapted to requirements, and you can find details on the website: <a href="mailto:delijn.be/en/content/reisinfo/avond-nachtvervoer">delijn.be/en/content/reisinfo/avond-nachtvervoer</a> <a href="mailto:delijn.be/en/content/reisinfo/evenementen">delijn.be/en/content/reisinfo/evenementen</a>

# **4.4** BUSINESS RANGE

De Lijn also offers a businesses range, with a broad focus on transport for employees, pupils, students and youth groups, although such products and services are also available for residents of cities and municipalities.

You can find out about the possibilities here: <a href="delijn.be/en/content/zakelijk">delijn.be/en/content/zakelijk</a>

# 4.5 TRAVEL ADVICE

Travel advice about public transport is a free service from De Lijn. The first place you can find travel advice is in the De Lijn app or on the De Lijn website. In addition, travel advice is provided in Lijnwinkel stores and via De LijnInfo. A member of staff will be happy to discuss the various options with you for your travel or transport plans.

You can find more information here:

<u>delijn.be/en/content/vervoerbewijzen/verkooppunten/lijnwinkels</u> delijn.be/en/content/de-lijninfo

The route planner on the website: <u>delijn.be/en/routeplanner</u> and in the app is available 24 hours a day. It runs a search for you in the timetables of scheduled services (of De Lijn and its partners) for the journey that best suits your needs. Where possible, the route planner takes account of the current traffic situation (road works, diversions and so on), and in this way tries not only to find you the most suitable route, but also to provide a more accurate estimate of the travel time. However, there is no absolute guarantee of this.

# 5 DE LIJN'S TRAVEL PRODUCTS

De Lijn offers its transport services in the form of products. The activation of a product on a functioning carrier gives you access to our services.

There are various kinds of carrier, both traditional and electronic. The different kinds of carrier are listed below:

- a MOBIB card,
- contactless EMV media (cEMV),
- an electronic card,
- a text message,
- an in-app message.

Our travel products can be divided into two categories:

- Travel passes: a travel pass is issued in a passenger's name and is valid for a certain period
  on all of De Lijn's scheduled transport services with the exception of the Limburg express
  lines.
- Tickets: a ticket has a shorter validity period and may be intended for one trip or a number of trips, in which case you choose when you make the trips. Day tickets and 3-day tickets are also categorised as 'tickets'.

Our travel products are governed by terms and conditions of sale with specific rules relating to the sale of our products and De Lijn's rights and obligations. You can find these terms and conditions on the website via the following link:

delijn.be/verkoopsvoorwaarden-eng

Travel products are subject to change. These changes apply to you as a passenger without entitling you to compensation. Such a change may consist of a price change, a change in the offer or a change in the terms and conditions for accessing and using public transport, arising from a decision by the competent authority or the competent body, or arising from a decision of or agreement with the competent authorities or bodies of the other public transport networks with which De Lijn cooperates in the context of interoperability (MIVB-STIB, TEC and NMBS-SNCB).

# 5.1 TRAVEL PASSES

With a travel pass you can use all of De Lijn's scheduled transport services, with the exception of the Limburg express lines, for a certain period - the validity period.

Travel passes are always in a specific person's name, and only the named person - the holder - may validly use De Lijn services with this travel pass. Sharing your travel pass with others is therefore not possible. The holder cannot be changed during the travel pass's period of validity.

In order to travel legally, if you have a travel pass you must have both your MOBIB card and your proof of identity with you in the event of an inspection. Note: If you do not have your travel pass with you, you must purchase another ticket. This ticket is non-refundable.

You can also combine a De Lijn travel pass with a rail travel pass with NMBS-SNCB. You can find more information here: delijn.be/en/content/vervoerbewijzen/abonnementen/de-lijn-nmbs

De Lijn, TEC, NMBS-SNCB and MIVB-STIB offer a combined travel pass for use on the networks of the Brussels-Capital Region, called Brupass (XL). The Brupass XL can also be used on the Brussels suburban zone. You can find more information here:

delijn.be/en/content/vervoerbewijzen/abonnementen/brupass-abonnement

You can always find more specific information and the current prices for the full range of travel passes on the website: <a href="delign.be/en/content/vervoerbewijzen/abonnementen">delign.be/en/content/vervoerbewijzen/abonnementen</a>

Depending on your personal situation, De Lijn may be able to offer you a reduced rate. Here is an overview of all discounts and special rates: delijn.be/en/content/vervoerbewijzen/kortingen

All commercial conditions regarding the purchase, refunding and termination of your travel pass can be found in our terms and conditions of sale, which you can consult via the following link: delijn.be/verkoopsvoorwaarden-eng

# 5.2 TICKETS

Besides travel passes, De Lijn also offers numerous tickets that you can use for one or more journeys. There are also affordable options if you are travelling in a group. All these products are valid for scheduled transport except for the Limburg express lines. The only exception to this general rule is the dial-a-bus, which is not equipped with terminals for contactless payment.

You can also purchase a ticket for one day or a ticket for three days: we call these day tickets. With a day ticket you can use the complete range of De Lijn's scheduled transport services, with the exception of the Limburg express lines. You can find more information about day tickets here: delijn.be/en/content/vervoerbewijzen/tickets/dagticket

The full range of tickets can be found here: <u>delijn.be/en/content/vervoerbewijzen/tickets</u>, and you can also read in the same place about which channels you can use to purchase the product. We will be happy to help you with your choice in a Lijnwinkel store or if you phone Lijninfo.

All commercial conditions regarding the purchase, refunding and termination of your tickets can be found in our terms and conditions of sale, which you can consult via the following link: <a href="mailto:delijn.be/verkoopsvoorwaarden-eng">delijn.be/verkoopsvoorwaarden-eng</a>

# 6 Travelling with De Lijn

We take pleasure in bringing you to your destination comfortably, safely and in peace. This requires some considerateness and above all, common sense.

When you use De Lijn services, you must strictly observe the following rules of conduct as well as the instructions of De Lijn employees.

A legal framework has been created in order to make the use of public transport as pleasant as possible for passengers, the public and De Lijn's employees. This is helpful for settling any disputes. If situations arise where our travel rules seem to differ from the legal framework, the legislation always takes precedence.

Below you will find the rules of conduct, some of which are enshrined in law.

Note: Failure to comply with the travel rules may lead to administrative fines.

# **6.1** Travel rules for a pleasant journey

### 6.1.1 YOU MUST NOT CAUSE DAMAGE:

- by damaging or disrupting De Lijn infrastructure, installations or equipment
- by obstructing, delaying or damaging De Lijn vehicles
- by making unclean or making improper use of De Lijn infrastructure, installations, equipment or vehicles
- by throwing away or leaving (hazardous or non-hazardous) items on the tracks, in vehicles, at stops or in public spaces belonging to De Lijn
- by touching or obscuring the visibility of De Lijn signals
- by touching De Lijn electrical cables and installations
- by entering without permission service rooms and passageways that are indicated as forbidden to the public

# 6.1.2 YOU MUST NOT DISTURB OTHER PASSENGERS:

- by disrupting public order in vehicles, at stops or in public spaces belonging to De Lijn, or seriously disturbing the peace of those present there by:
  - being in a clear state of public drunkenness or intoxication with narcotics or psychotropic substances
  - o being in a clear state of uncleanliness
  - unwanted physical contact
  - o utterances or actions that are offensive, lewd, intimidating or threatening
- by smoking in the vehicles, shelters and the other covered public spaces belonging to De Lijn. This travel rule is based on the application of the Royal Decree of 15 May 1990 on the prohibition of smoking in certain public places (e-cigarettes are also covered by this prohibition)
- by being in possession of an object or substance in vehicles, at stops or in public spaces belonging to De Lijn that could obviously and directly compromise the cleanliness of, cause nuisance to or inconvenience other persons, or injure them or expose them to any other danger to their physical integrity.

### 6.1.3 YOU MAY NOT PREVENT THE PROPER FUNCTIONING OF DE LIJN'S SERVICES:

- by obstructing De Lijn services in vehicles, at stops or in public spaces belonging to De Lijn
- by hindering the driver during a journey by talking to him/her unnecessarily or obstructing his/her view
- by refusing to follow instructions given by the drivers of vehicles or the persons charged with supervising compliance with the travel rules set out above and below and those mentioned in the applicable regulations
- by misleading the driver or another De Lijn personnel member during a journey by raising a false alarm or in any other way
- by misusing the emergency signal
- by blocking or leaning against the doors
- by using the emergency door operation system or opening the doors in any other way, except in case of danger and when the vehicle is stationary
- by getting in or out of the vehicle before it is completely stationary or while it is manoeuvring
- by failing to comply with the stated rules regarding the use of De Lijn vehicle doors
- by throwing any object or substance from the vehicle
- by leaning over or crossing safety barriers or markings on the platforms
- by violating measures taken by the competent authorities to protect public order, national security or public health or to combat or prevent disasters in the vehicles, at the stops or in the public spaces belonging to De Lijn
- by travelling with animals that could obviously endanger, compromise the cleanliness of, cause nuisance to or inconvenience other passengers, without prejudice to the application of Article 6.2.3
- by travelling with packages or other luggage which, because of its size, nature or smell, may harm, compromise the cleanliness of, cause nuisance to or inconvenience other passengers, without prejudice to the application of Article 6.2.1
- by occupying places reserved for wheelchair users or persons with disabilities.

### **6.1.4** APPLICABLE AGREEMENTS

- You are kindly requested to give up your seat to persons with disabilities, the elderly, pregnant women and passengers with young children. These persons also have priority when boarding the vehicle.
- You are not allowed to drink or eat on De Lijn vehicles.
- You are required to board buses at the front. This is not necessary when boarding trams. This enables you to show your ticket or travel pass to the driver or scan it using the equipment provided for this purpose. Passengers with a pram or wheelchair may board through any door. These passengers must also scan their ticket.
- When you board a De Lijn vehicle, you must be in possession of a valid ticket or travel pass or a valid free card. You must show the ticket or travel pass to the driver and scan or register it whenever you board a vehicle. The ticket or travel pass must be valid for the entire journey that you make using it.
- You must keep your valid ticket or travel pass, free card or contactless EMV medium throughout the journey and must always be able to show it to the persons responsible for ticket inspection.
- You must always be able to prove your identity, especially when you use a ticket or travel pass issued in your name (this is the case with most travel passes).
- If several people travel together using the same valid ticket, they must stay together for the entire journey. If someone from the group interrupts his/her journey, the other members of the party must keep the ticket for the rest of the journey.
- It is of course not allowed to use a forged ticket or travel pass, a forged certificate of entitlement to free transport or a fare reduction, or a forged discount card. Doing so will be treated as fraud, and the inspector may confiscate the tickets or travel passes concerned.
- It is also not allowed to use a personalised ticket, certificate of entitlement to free transport or a fare reduction, or discount card in someone else's name.
- The driver may ask the passengers to take their seats in the vehicle in such a way that maximum occupancy of the vehicle is possible. He or she may refuse more passengers when the vehicle is full.

• The driver of a De Lijn vehicle and the inspection personnel may refuse passengers or ask them to leave the vehicle if they do not follow the provisions of De Lijn's current General Terms and Conditions of Travel and the applicable regulations.

6.1.5 WHAT HAPPENS IF YOU DO NOT ADHERE TO THE APPLICABLE AGREEMENTS? When you use De Lijn's services, you must be able to present a valid ticket or travel pass. In order to do so, you must have an active product (as defined in De Lijn's General Terms and Conditions of Sale) that you are able to show on a functioning carrier.

De Lijn regularly sends inspection personnel out and about to inspect tickets and check that the provisions of these General Terms and Conditions of Travel have been met. You can recognise them from their identification document signed by the director general of De Lijn. Some products are issued in the passenger's name, in which case the inspection personnel may also ask for your proof of identity and discount card(s).

Inspection personnel are authorised to check and, if necessary, confiscate your tickets, travel passes or discount cards; the sanctioning personnel member is authorised to impose administrative fines or supervisory and administrative fees. Note that any expired, forged, fraudulently used or illegible ticket or travel pass will be confiscated. If the inspection personnel suspect or discover a breach of the rules, they may ask you for proof of identity.

De Lijn tries to make these checks as smooth and pleasant as possible, but if a breach of the rules is discovered you will have to go through the following procedure.

If you are an adult, the following procedure applies:

- 1. When a breach of the rules is detected, the inspection personnel will draw up an official report and if possible inform you immediately. The inspection personnel will inform the Administrative Fines Department of any violation they have identified.
- 2. Any passenger who is unable to present a valid ticket or travel pass during an inspection or who has not activated or scanned his or her ticket or travel pass will receive from the inspection personnel a document setting out the procedure and indicating the time and date on which the violation was discovered. This document serves as a ticket for the journey made by the passenger on the vehicle on which the inspection was carried out. The passenger may use this document to complete the journey, but may not change bus or tram.
- 3. If you wish, the inspection personnel may collect the administrative fine immediately via a payment terminal. Payment of all or part of the fine does not deprive the passenger of the right to lodge an administrative or judicial appeal against the imposition of the fine.
- 4. A copy of the official report will be communicated to the passenger by the sanctioning personnel member within fifteen working days of discovery of the violation by registered letter or by certified electronic mail. The amount of the fine (the 'proposed decision') and the arrangements for paying it as determined by the sanctioning personnel member will be communicated to the passenger in the copy of the official report.
- 5. After notification of the proposed decision, you have a period of 30 days to either pay the administrative fine or submit a written defence.
- 6. If no written defence is submitted as described in more detail below within the specified period, the decision to impose a fine by the sanctioning personnel member will become final and irrevocable. If the offender fails to pay the administrative fine within the specified period, the administrative fine, plus the administrative fees, will be collected by warrant. The senior sanctioning personnel member will issue the warrant and declare it enforceable. The warrant will be served by a judicial officer with an order for payment.

- 7. If you do not agree with the proposed decision, you may formulate your defence against the decision within 30 days of notification by the sanctioning personnel member by ordinary or registered letter, by email or via the online complaint form. If you wish, you may be given a hearing and assisted by a legal counsel. The request for a hearing must also be made within 30 days of the notification.
- 8. The sanctioning personnel member will take a final decision on the administrative fine within three months of receipt of the defence. This may be extended by a single three-month period provided detailed justification is provided for doing so. If no decision is taken within this period, the request for the fine to be cancelled will be upheld. During this period, the obligation to pay the administrative fine is suspended and you are therefore not obliged to pay the administrative fine during this period.
- 9. The final decision on the administrative fine after receipt of a timely defence submission will be communicated by registered letter or certified electronic mail. A new period of 30 days for the payment of the administrative fine will start from the communication of the final decision. If the offender fails to pay the administrative fine within the specified period, the administrative fine, plus the administrative fees, will be collected by warrant. The offender has a period of 60 days after notification of the final decision to lodge an appeal with the Council of State. The senior sanctioning personnel member will issue the warrant and declare it enforceable. The warrant will be served by a judicial officer with an order for payment.

# If you are a minor, the following procedure applies:

- 1. When a breach of the rules is detected, the inspection personnel will draw up an official report and if possible inform the minor immediately. The inspection personnel will inform the Administrative Fines Department of any violation they have identified.
- 2. The father, mother or guardians and other persons exercising parental authority over the minor have civil liability for payment of the administrative fine imposed on the minor.
- 3. Any minor who is unable to present a valid ticket or travel pass during an inspection or who has not activated or scanned his or her ticket or travel pass will receive from the inspection personnel a document setting out the procedure and indicating the time and date on which the violation was discovered. This document serves as a ticket for the journey made by the minor on the vehicle on which the inspection was carried out. The minor may use this document to complete the journey, but may not change bus or tram.
- 4. If the minor wishes, the inspection personnel may collect the administrative fine immediately via a payment terminal. Payment of all or part of the administrative fine does not deprive the minor of the right to lodge an administrative or judicial appeal against the imposition of the administrative fine.
- 5. A copy of the official report will be communicated by the sanctioning personnel member within fifteen working days of discovery of the violation by registered letter or by certified electronic mail. The amount of the administrative fine (the 'proposed decision') and the arrangements for paying it as determined by the sanctioning personnel member will be communicated to the minor in the copy of the official report. The official report will also mention the minor's right to be assisted by a lawyer and/or his or her father, mother and/or guardians who are responsible for him or her.
- 6. If the minor and/or his or her father, mother and/or guardians who are responsible for him or her do not agree with the proposed decision, the minor and/or his or her father, mother

and/or guardians who are responsible for him or her may formulate a defence against the decision within 30 days of notification by the sanctioning personnel member by ordinary or registered letter, by email or via the online complaint form. The minor may, if he or she wishes, be given a hearing and assisted by a legal counsel and/or his or her father, mother and/or guardians who are responsible for him or her. The request for a hearing must also be made within 30 days of the notification.

- 7. If no written defence is submitted as described in more detail below by the minor and/or his or her father, mother and/or guardians who are responsible for him or her within the specified period, the decision to impose a fine by the sanctioning personnel member will become final and irrevocable. If the minor and/or his or her father, mother and/or guardians who are responsible for him or her fail to pay the administrative fine within the specified period, the administrative fine, plus the administrative fees, will be collected by warrant. The senior sanctioning personnel member will issue the warrant and declare it enforceable. The warrant will be served by a judicial officer with an order for payment to the minor's father, mother and/or guardians who are responsible for him or her.
- 8. The sanctioning personnel member will take a final decision on the administrative fine within three months of receipt of the defence. This may be extended by a single three-month period provided detailed justification is provided for doing so. If no decision is taken within this period, the request for the fine to be cancelled will be upheld. During this period, the obligation to pay the administrative fine is suspended and the minor and/or his or her father, mother and/or guardians who are responsible for him or her are not obliged to pay the administrative fine during this period.
- 9. The final decision on the administrative fine after receipt of a timely defence submission will be communicated by registered letter or certified electronic mail. A new period of 30 days for the payment of the administrative fine will start from the communication of the final decision. In the event that they do not agree with the final decision, the minor and/or his or her father, mother or guardians who are responsible for him or her have a period of 60 days after notification of this decision to initiate proceedings free of charge before the juvenile court. If the minor and/or his or her father, mother and/or guardians fail to pay the administrative fine within the specified period, the administrative fine, plus the administrative fees, will be collected by warrant. The senior sanctioning personnel member will issue the warrant and declare it enforceable. The warrant will be served by a judicial officer with an order for payment.

The amount of the administrative fines depends on the breach of the rules and whether it is the first time. After notification of a breach of the rules, there will be a period of twelve months within which a similar breach will be counted as a second or subsequent breach. After twelve months without any violation, the counter will be set to zero again. You can find more information about the amount of the administrative fines here: help.delijn.be/hc/en-us/sections/360007938371-Fines

### **6.1.6.** Specific rules on ticket inspections

In the event of a ticket inspection, the passenger must always be able to present a working MOBIB card, a validated electronic Lijnkaart, a digital ticket or travel pass on a working mobile phone or smartphone or a legible printout on paper of the ticket or travel pass as well as any additional documents mentioned in the special term and conditions of the issued ticket or travel pass. The inspector may ask the passenger to make the personal data and the security code fully visible.

The inspector is authorised to ask for your mobile phone number or an identity card (or, in the absence of an identity card, some other proof of identity) when checking tickets. The new tickets issued via app or through the website are registered in your name, which must correspond to the name on your proof of identity. Sms-tickets can be checked via the mobile phone number.

# 6.2 What can you take with you on the bus or tram?

### 6.2.1 HAND LUGGAGE

As a passenger, you are allowed to take up to two items of hand luggage of a reasonable size on the vehicle, including, for example, normal-sized suitcases, a backpack, a wheelchair, a pram, a shopping trolley, a folding bicycle or a folding scooter. You must supervise your hand luggage yourself. You may be held liable for damage caused by your hand luggage unless it is proved that the damage was De Lijn's fault.

The driver may refuse packages or objects which, due to their size, nature or smell, may harm, compromise the cleanliness of, cause nuisance to or inconvenience other passengers. The driver may also refuse to carry luggage if a vehicle is overcrowded.

### 6.2.2 BICYCLES

The carriage of bicycles is permitted on the Coastal Tram. You must load your bicycle on and off the Coastal Tram yourself. You must validate an additional ticket for each bicycle. A maximum of two bicycles are allowed per vehicle, and at busy times the driver may decide not to allow bicycles on the vehicle.

The carriage of bicycles is not allowed on other De Lijn services. Folding bicycles or folding scooters are carried free of charge by De Lijn, on condition that they are folded and comply with the rules on the carriage of hand luggage.

# 6.2.3 ANIMALS

Animals that can be held on a lap without causing a nuisance, guide dogs for people with a visual impairment and dogs accompanying a police officer are allowed on De Lijn vehicles free of charge.

Dogs and cats that cannot be held on a lap are also allowed free of charge if they are kept on a lead, and if they wear a muzzle if they might endanger other passengers. Dogs and cats that are not held on a lap must sit on the floor.

You must personally supervise any animals that you take with you on board a De Lijn vehicle. You may be held liable if your animal damages a vehicle or makes a mess on it, unless it is proved that this was the fault of De Lijn or another party.

The driver may refuse animals if they pose a danger to or could compromise the cleanliness of, cause nuisance to or inconvenience other passengers. The driver may also refuse to carry animals if a vehicle is overcrowded.

# 6.3 PROCESSING OF PERSONAL DATA

In the context of its service provision, De Lijn collects and processes personal data from its customers in accordance with the applicable legislation. De Lijn obtains these personal data either directly from the customer or indirectly through a De Lijn partner.

De Lijn will make every effort to protect your privacy. De Lijn will in all cases conclude the necessary agreements with any third parties whose services it uses and that process personal data on behalf of De Lijn. You can find De Lijn's privacy policy here: delijn.be/en/content/privacy

# 7 ANY QUESTIONS? ASK THE CUSTOMER SERVICE

If you have a question or complaint, there are various ways to contact De Lijn's customer service. They will be happy to help.

The Questions & Contact page (<a href="help.delijn.be/hc/en-us">help.delijn.be/hc/en-us</a>) is the best place to start. The website is available 24 hours a day and contains answers to lots of questions that other passengers have asked. If you can't find your answer, there is a contact form you can use to ask your question in your own words.

If you have lost an item of property in a vehicle, shelter, station or appurtenance of De Lijn, you can contact De LijnInfo about this or fill in a form on the website. You can find more information about this here: <a href="https://help.delijn.be/hc/en-us/articles/360039675731-What-should-I-do-if-I-lost-something-on-the-bus-or-the-tram-property in a vehicle, shelter, station or appurtenance of De Lijn, you can contact De LijnInfo about this or fill in a form on the website. You can find more information about this here: <a href="https://help.delijn.be/hc/en-us/articles/360039675731-What-should-I-do-if-I-lost-something-on-the-bus-or-the-tram-property in a vehicle, shelter, station or appurtenance of De Lijn, you can contact De LijnInfo about this or fill in a form on the website. You can find more information about this here: <a href="https://help.delijn.be/hc/en-us/articles/360039675731-What-should-I-do-if-I-lost-something-on-the-bus-or-the-tram-property in a vehicle, shelter, station or appurtenance of De Lijn, you can find more information about this here: <a href="https://help.delijn.be/hc/en-us/articles/360039675731-What-should-I-do-if-I-lost-something-on-the-bus-or-the-tram-property in a vehicle in a find more information about this here: <a href="https://help.delijn.be/hc/en-us/articles/360039675731-What-should-I-do-if-I-lost-something-on-the-bus-or-the-tram-property in a vehicle in a find more information about this property in a vehicle in a find more information about this property in a vehicle in a find more information about this property in a vehicle in a find more information about this property in a vehicle in a find more information about this property in a vehicle in a find more information about this property in a vehicle in a find more information about this property in a vehicle in a find more information about this property in a vehicle in a vehicle

If you have questions about refunds, cancellations and terminations of our products, you can find the answers in our terms and conditions of sale via the following link: delijn.be/verkoopsvoorwaarden-eng

You can find answers to the most frequently asked questions

- about the MOBIB card here:
   help.delijn.be/hc/en-us/sections/360007836712-My-MOBIB-card
- about contactless payment here: <u>delijn.be/hc/en-us/sections/360008299652-</u> Contactless-payment
- about tickets or travel passes on electronic cards here: delijn.be/elektronische-kaart
- about text messages here: <u>help.delijn.be/hc/en-us/sections/360007836752-</u> Purchasing-by-text-message-tickets-and-day-tickets-via-sms-
- about in-app messages here: <u>help.delijn.be/hc/en-us/sections/360007836732-</u> Purchasing-via-the-website-or-app-single-ticket-10-journey-ticket-day-ticket-

If you are unable to find a solution with De Lijn's customer service, you can also contact the Flemish Ombudsman Service: <a href="mailto:vlaamse-ombudsdienst">vlaamse-ombudsdienst</a>