General conditions of the transportation service

1.- ACCEPTANCE OF THE GENERAL CONDITIONS

The transportation service agreement from UTE XG517 entity, through this website www.monbus.es (from this point on web or website) necessarily imply your acceptance of the present general conditions. Therefore, when you mark the box enabled to this purpose and purchase the corresponding ticket accept, without any reserve, the present general conditions.

2.- TICKET

All the tickets you buy in the web site are named tickets and they will only be valid for the date and time which appear in them.

To get on the bus is necessary to show the bus driver the ticket (printed or in digital format), as well as your DNI, NIE or passport which justify the ownership. In case of all the tickets were bought with the name of the same person, he/ she should show her/his DNI, NIE or passport to prove the ownership of the tickets. In the same way, in case you pretend to obtain a duplicate of the ticket at the ticket office, you should provide with your DNI, NIE or passport which identify you and which justify the ownership of the ticket.

If you do not show the ticket, and the documentation that proves the ownership at the moment to get on the bus, you will not be able to get on the bus and, therefore, you will loss the service, without right of price of the ticket refund nor change the ticket for another hour or date.

You should keep the ticket at least until the end of the service.

3.- RETURN TICKET

For those services in which this possibility is allowed and offered, you will be able to buy the return ticket by means of the website, according to the purchase terms. The conditions of the return ticket will be the same as those applicable in case of a single ticket unless you buy the ticket with an open return, this means, a ticket without designation of the service (departure point, destination, date, time, etc.) in which you will travel, you should put the date of the return as far in advance as possible, conditioned by the availability of seats in the requested date.

In the same way it is important for you to know that the validity of a long-distance return ticket (over 250km. programmed distance) will be six months from the issuance date. In short distance services (less than 250km. programmed distance) in which this possibility is offered, the validity of the return tickets will be 15 days from the date of the outward. In tickets bought online the user could close the return through the same application or at the ticket office.

4.- MODIFICATIONS

You have right to modify the ticket for free three times if you ask for a modification more than two hours before the time of departure of the service. Once you have modified the ticket the first time, you will lose your right to the cancellation of the ticket, maintaining only the right to modify it two more times. In the same way, the possibility of modifying the tickets expires after three months from the date of the purchase.

The only modifications allowed will be: date and time of the expedition as well as the seat (for those services in which the seat can be chosen).

You will not modify the tickets or passes with special fare (promotions or special discounts).

The tickets purchased online can also be modified at the ticket office, on the condition that the request may be done at least two hours in advance the departure hour, and during the customer's service timetable of the pertinent ticket office.

5.- CANCELLATIONS

The cancellation of the ticket will imply the loss or a 10% discount of the amount of purchase of the same, when you ask for it before the 48 hours previous to the departure of the bus.

If you request the cancellation between 48 and 2 hours before the departure of the bus, the withheld penalization will be the 20%.

The cancellation of the ticket will not be admitted and as a consequence of this, you won't have the right to the refund of any amount within the 2 hours previous to the estimated time of departure of the service.

If you don't appear at the place and time of the departure indicated in the ticket, you will lose the travel and you won't have the right to change the ticket or to the refund of its amount.

The cancellation of a ticket which has been modified will not be admitted.

In case of cancellation on a return ticket, you will have the right to receive the refund of the price of the cheaper ticket (return) with the corresponding penalization.

6.- DISCOUNTS

If you are beneficiary of discounts over the general fare, you have the duty to show the certifying and corresponding documentation in force at the time to get on the bus.

If at the moment to get on the bus you will not be able to prove that you are the beneficiary of discounts by means of the appropriate document in force, you will loss the option to travel, given that your ticket would be invalid considering it fraudulent, losing therefore the option of any refund. It is not possible, in any case, to pay the economic difference, having to acquire another complete ticket if you want to travel.

The discounts may not be combined with others excepting the ones contemplated by the legislation in force or that the company indicates it. Concretely the large family discounts will be combined with the rest of discounts.

7.- MINORS

Every minor without distinction of age should have her/his own ticket. The minors under 4 years should always travel with an adult, in the opposite case it won't be allowed the access to the service.

It is recommended that users of 4 years or more, but minor than 12 years always travel accompanied by an adult, however it will be permitted to travel alone when the following requirements are accomplished:

a) That his/ her parents or legal guardians issue in that sense an authorization executed in duplicate, exonerating the shipping company of any responsibility, according to the authorization <u>model you can obtain in pdf</u> and you can also pick it up at every tickets office of the company. The authorization should be signed

by the parents or the legal guardians of the minor, and stamped by the company title holder of the service. For that the parents or legal guardians of the minor should come with the authorization to one of the tickets office of the company and, once they are identified by means of the exhibition of the DNI, request the stamp by the shipping company. On the authorization will be indicated the data (name, surnames and DNI) of the person in charge of pick up the minor at the destination point. The authorizations without stamp by the shipping company, which do not satisfy the request indicated before or which are not adapted to the model provided by the company will not have validity, reserving the company the right to do not admit the minor.

b) That the minor, before board, gives the driver the authorization signed properly by her/his parents or legal guardians and stamped by the company. At the moment of boarding the minor, as well as show the original document of the authorization to travel, he/ she should be identified by means of the DNI in force.

If at the moment to arrive to the destination point, the person in charge to pick up the minor is not there, or he/she can not be identified because he/she does not have DNI, the company will proceed to make contact with the corresponding authorities to take charge of the minor.

In case of not been the parents should provide a copy of the sentence or public notarial document where it is named as legal guardian of the minor the person who gives the authorization.

8.- LUGGAGE AND PACKAGE

The purchase of the ticket gives you the right to transport 2 pieces of luggage free (suitcase, backpack or travel bag) on the condition that the dimensions do not exceed the cubic meter and all the ensemble does not weigh more than 30

kg. being excluded the special luggage which you should invoice on an independent way paying the corresponding rate. Everything that it is not normal luggage, that means suitcase, backpack or travel bag, you should invoice it independently, paying the corresponding amount that the company establish. It is an indispensable condition to transport the normal luggage (suitcase, backpack, or travel bag) as well as the special luggage that you travel on the same bus as the transported luggage.

You have the right to carry hand packages, whenever they do not contain substances that could be dangerous for the vehicle or its occupants, either the size, volume, material content or smell could damage, disturb or stain the others passengers. The hand package, must be of limited dimensions, it will be under your own responsibility during the hole travel, and you should put it correctly on the compartment that is prepared to that effect on the upper part of the cabin, taken the necessary preventive measures to avoid possible damages or disturbs to the passengers and imperfections to the vehicle, and subjected yourself in every moment to the instructions that you receive from the staff of the shipping company. It is forbidden to carry this type of packages at the aisle of the vehicle, at the foot of the passenger or on the seats. The company will not answer about the damages and/or the deteriorations that the hand packages could suffer, neither in case of robbery, or loss of them.

If you want to carry bicycles, surfboards, skis, etc. you should invoice them at the moment of purchase the ticket. The possibility of transport this kind of objects it will be dependent on the disponibility of space on the trunk of the vehicle, and in every case, the maximum of units that can be carried by each vehicle will be three, one passenger can not carry more than one. You should pack correctly your special luggage up (bicycles, surfboards, skis, etc.) to avoid to damage or get the luggages of the rest of the passengers dirty, as well as

preserve the state of yours. In addition, in case of bicycles, as well as pack it up, you should carry it with the front wheel disassembled. In case of transport this type of objects you should be at the boarding point at least 10 minutes in advance to the departure time. If at the moment of the boarding it is checked that there is not enough space on the trunk to transport any of these objects, the company will adopt the opportune measures to transfer it on the next available service, without any right to compensation for this change.

The excess of luggage (in case that the available space on the trunk of the vehicle permits it) you should invoice it according to the rate in force. Through this web you can not invoice packages. For this you should go to a ticket office or, where appropriate, to the invoice office, fulfil with the established regulations for this type of transportation, and pay the pertinent rate.

It is not allowed the transportation of perishable products, alimentary products, etc. Additionally, it is strictly forbidden the transportation of weapons, as well as illegal substances or products.

The company will not take the responsibility for the damages that fragile objects could suffer (glass objects, porcelain, paintings etc.) carried inside the suitcases, backpacks, handbags etc. We also recommend you not to put into the trunk of the vehicle money, foreign currencies, jewelry, clocks, precious metals, important documents, photograph or video cameras, laptops, mobile phones, tablets or any other valuable objects. In case that you want to transport this type of goods or objects you should take them on the cabin in your own custody and responsibility. The company will not take the responsibility for the damages that this type of goods could suffer neither, in case of robbery or loss. If you travel with a musical instrument you should put it on the trunk of the vehicle, inside of a rigid case properly locked, exempting the transportation company from any damage or deterioration that could suffer. You just can carry on the cabin the

instruments with small dimensions (flute, harmonica, violin, etc.) taking the responsibility of any damage that can suffer, with the same conditions than the presented for the hand luggage.

It will not be admitted the transportation of everything that can represent some obvious risk of damage the luggage of other passengers or materials or dangerous objects (explosive substances, flammable, toxic, corrosive, etc.).

In case that consider the responsibility of the company because of the loss of the luggage, this will be limited to the amount agreed on the Regulations to Ordination of Terrestrial Transport.

The company also has a service that permits the invoice of orders between two points of our lines. This invoices will be done on the first vehicle with enough space available and it can only be contracted in the ticket office or in the invoice offices at the bus stations, so there is no possibility to contract through the website. If you are interested on this option you can check the conditions for this type of transportation in all of our ticket offices.

9.- TRANSPORTATION OF PETS. GUIDE DOGS AND ASSISTANCE DOGS

It is strictly forbidden to transport animals in the passenger compartment with the exception of guide dogs and assistance dogs for people with diabetic or epileptic disorders as long as it complies with the terms contemplated in Royal Decree 1544/2007, of 23 November, which regulates the basic conditions of accessibility and non-discrimination for access to and use of modes of transport for people with disabilities.

The company will only admit the transportation of one pet by service, and with the conditions that are presented below:

- It is only possible to carry pets like small animals, such as dogs, cats, ferrets, hamsters as well as little birds, if and when do not exceed the 10 kg weight.
- If you need to transfer one pet, it must travel on the luggage department of the vehicle (trunk)and inside a carrier or pet bag properly approved to that purpose which you should provide and carry at the moment to board. The cage or pet bag should have a waterproof floor that would contain the remains. In case of carry dogs it is recommended that have muzzle in order to do not disturb the passsengers.
- The transportation of the pet will be carried out under your entire responsibility and the owner will have to travel on the same bus service as his pet. Indeed, the pet will have to be in perfect physical and hygienic conditions, exonerating the company from any damage the pet could suffer or caused during transport. In the case that the pet caused any damage to the passenger's luggage the owner will have to compensate passengers affected by damages caused.
- Although there is not obligatory, it is really advisable that the pet travels sedated, so it is recommended to consult the veterinary.
- If you want to travel with a pet, you should be at the boarding minimum with 15 minutes in advance of the departure time, putting yourself the pet inside the trunk of the bus, following the indications of the driver and maximizing the precautions to avoid any situation of danger or inconvenience to the other users of the service. The unloaded should be done on the same way.
- The price of transport the pet (excepting the guide and assistance dogs for which you would not have to pay any price) should be payed as a supplement at

the moment of buy the ticket, having in this case the treatment of special luggage for the purpose of invoice.

10.- SCHEDULES

The schedules indicated on the website are merely illustrative considering that they could be affected by numerous circumstances external from the choice of the transportation company, like the intensifications or traffic jams, controls on road, delays when getting on or off the passengers, etc. If you need more information about the schedules you can call the information telephones that are indicated on the website: 982 29 29 00.

11.- DAMAGES RESPONSIBILITY

Every damages that you can cause because of your fault or negligence to the passengers, to the vehicle or to its elements will be on your own responsibility.

12.- PROHIBITIONS

It is strictly forbidden to smoke inside the vehicles according to the 1293/1999 Law of the 23 of July.

It will not be permitted the use of the service to the people who:

- a) Who exceed the seats offered in each expedition. In this sense it is important to emphasize that when the title of the journey is a pass or a ticket purchased in advance with open data of travel, the passenger will not have any right to access to one service if when he/ she pretends to do it all the seats of this expedition were already bought.
- **b)** Who do not pay in advance the established price for the service and have the ticket which prove it.
- c) Who do not have the minimum conditions of health, salubrity and hygiene needed to travel, with the purpose to avoid any risk or inconvenience to the rest

of the passengers. In this sense, it is not permitted to take off your shoes, being barechested, neither any other attitude that could disturb the other users of the service.

- **d)** Who carry objects which volume, composition or other causes/ characteristics suppose any damage or inconvenience to the passengers or to the vehicle.
- **e)** Who disrupt the elementary rules of education and harmony, or that could put at risk the driver's security, the rest of the passengers and the other users of the road.
- **f)** As well as those people who renege on the conditions that the ministry of Transports, Tourism and Communications decides.

As well, the drivers will have the authority to get off the people who get on the bus in any of these conditions exposed before.

It is not permitted in any case the access to people who show obvious symptoms of being drunk or drug addiction, doing intercede the security forces if necessary.

13.- VEHICLES AND REINFORCEMENT

The company reserves the right to make the service with different vehicles to the assigned ones, either it has it on property or renting, or they had been transferred with driver by other carriers by means of collaboration. This possibility can be done if and when the circumstances require it and, particularly, in order to stand up to the traffic intensifications that can't be attended with the vehicles assigned to the dealership, in case of decide to prepare a vehicle of reinforcement, as well as on the assumptions of accidental breakdown of the vehicle assigned for the fulfilment of the service, nevertheless that involves a unfulfillment of the dealership obligations. On this cases the

vehicles that provide the service can be at the category or technical or structural characteristics different or inferior to the assigned to the dealership.

14.- Wi-Fi INTERNET CONNECTION SERVICE ON BOARD THE VEHICLES

When the vehicle which provides the service is equipped with satellite link to offer Wi-Fi net, the users may request the driver the password to access the internet.

The vehicles with Wi-Fi available will have distinctive stickers, at least, on the entrance front door or on the screen behind the driver.

The quality, speed and coverage of the signal could change depending on different elements outside the company's control, as the zone where the service travels, temporary conditions, the device used by the user, the number of users connected at the same time, the dependent signal of the communications operator, etc. consequently no liability may be required the company in case of speed reduction, low coverage even loss of the signal.

In some particular case it is possible that the transportation company should suspend temporarily the service to manage an incident (repair, planned maintenance or updates). In this case the service will be reestablished as soon as possible, without any enforceable liability the company, neither in case of interferences on the Wi-Fi service by any reason beyond our control.

You will use the Wi-Fi net of the bus at your own risk, and always must comply with the applicable regulations, without any liability from the company for any failure imputable to you because of the use of this net. Furthermore we are not responsible of the products, services, information, programmes or other kind of material you can obtain using the internet through the bus Wi-Fi net. In this

regard you won't be able to make an improper use or unlawfully, law enforcement or good manners.

15.- COMPLAINTS

You have at your disposal the complaints book correctly processed by the competent administration, and another one of suggestions – in this last case with internal character– at the different ticket offices authorised for the purchase of ticket, as well on the vehicles that provide the services.

If you want to submit a claim against the company, you should do in on the official book (processed by the administration). As well if you want to give us a suggestion you could do it on the book for this purpose, being it only with internal character and with the purpose of improve the services.

With the purpose of facilitate the suggestions process, you can also bring them up through the website www.monbus.es or through the email: info@monbus.es.

16.- RESPONSIBILITY

The shipping company will not take the responsibility of the unfulfilments which are not directly attributable to the company, neither the caused by force majeure or because of meet the legal or administrative exigences. In the same way, will not take the responsibility to the loss of connections between its services and other transportations, on its own or someone else's.

17.- RIGHTS OF THE PASSENGERS IN CASE OF CANCELLATION, DELAY OR BREAKDOWN ON ROUTE (ONLY IN THE SERVICES WHICH PROGRAMMED DISTANCE IS IDENTICAL OR SUPERIOR THAN 250 KM.)

When the company would have reasons to suppose that the regular service is going to be cancelled or to have a delay of more than 120 minutes in the

departure from a station, like in case of overbooking, it would offer you, if you

have purchase the ticket for this service, chose amongst:

a) Continuation or alternative journey to the final destination without additional

cost and on the first possible opportunity, in similar conditions as the stipulated

on the transportation contract.

b) Refund the price of the ticket and, if proceed, a free return service by bus on

the first possible occasion, to the first departure point mentioned on the

transportation contract.

c) In case of breakdown of the bus during the trip, the company will provide or

the continuation of the service on another vehicle from the point where the

vehicle is broken down, or transfer from the point where the vehicle is broken

down to an appropriate waiting point or to a station where could be possible the

continuation of the trip.

The conditions that had being exposed before are not applicable to passenger

with open tickets until they do not specify the departure time, neither when the

cancellation or delay is due to extreme meteorological conditions or to natural

disasters which put at risk the security of the services and of its passengers

18.- CONTACT

Information telephone: +34 982 29 29 00

Customer Service timetable through the information telephone:

• From 8:00 to 21:00 from Monday to Friday continuous work.

From 9:00 to 13:30 and from 15:00 to 21:00 Saturdays and Sundays.

From 10:00 to 14:00 and from 16:00 to 20:00 holidays.

Web: www.monbus.es

E-mail: info@monbus.es