



General Conditions of Sale and Use of the Website www.Oui.sncf

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FOREWORD

The services available on the website <https://www.oui.sncf> (hereinafter the “website”) are offered by OUI.sncf which, in the name of its Partners, offers rail services and in particular:

- train tickets,
- the “Train + Avis” service

hereinafter the “Rail services”.

OUI.sncf is a company governed by French law, with simplified stock and capital of €10,672,000, whose registered office is located at 2 Place de la Défense, CNIT 1, 92053 Paris La Défense Cedex, registered in the Nanterre Trade and Companies Register under number 431 810 621, a holder of travel agent Licence no. LI 092 01 002.

Financial guarantee: APS - OUI.sncf has taken out insurance under the conditions set forth by the French Tourism Code with GAN EUROCOURTAGE IARD, Tour GAN Eurocourtage, 4/6 Avenue d’Alsace - 92033 LA DÉFENSE Cedex, for personal injury and tangible and intangible damage resulting from its professional activity, for an amount of €7,622,451 per claim and per insurance year.

CHAPTER I GENERAL ASPECTS

Article 1. DEFINITIONS AND SCOPE OF APPLICATION

1.1 DEFINITIONS

“Order” means any booking made and validated by the User on the Website.

“Partner” means any party providing Services. The term “Partner” includes in particular the SNCF, as supplier of rail Services.

“Service” means a service provided, such as rail Services, in Article 3.

“Specific Conditions” means the contractual conditions of each Service (however they are called: “conditions and restrictions”, etc.) accessible on the Website before any Order is validated.

“You” or the “User” means any person using the Website, in particular to book, order and/or purchase any Service offered by OUI.sncf in the name of its Partners.

1.2 SCOPE OF APPLICATION

These general conditions of sale and use (hereinafter the “General Conditions”), and the Specific Conditions applicable to each Service apply to any use of the Website, in particular the sale of all the Services offered on the Website by OUI.sncf in the name of their Partners.

They are valid from 06 December 2017. This version cancels and replaces previous versions.

The User is asked to read these General Conditions carefully; there is a hyperlink to them on each page of the Website. The User is advised to download them and/or print them and keep a copy. The User is also advised to read these General Conditions at every Website visit, as they may be amended. Such amendment shall not be applicable to bookings made and confirmed by OUI.sncf previously.

Article 2. USE OF WEBSITE WWW.OUI.SNCF

Services can be ordered only by Users who have read and accepted, by clicking on them, all these General Conditions and the Specific Conditions for each Service, prior to each Order.

2.1 USING THE WEBSITE

Conditions of use

To use the Website, you must be at least 18 years of age, be legally able to enter into a contract and use this Website in accordance with these General Conditions.

You are financially liable for use of the Website made in your name or on behalf of third parties, including minors, unless you demonstrate fraudulent use not resulting from any misconduct or negligence on your part.

You guarantee the truthfulness and accuracy of the information supplied by you or any other third party using your data on this Website.

Any use of the booking service on this Website, whether fraudulent or contravening these General Conditions, may lead to OUI.sncf, at any time, refusing to allow you to access the Services offered on the Website.

Placing Orders

You can order the Services available on the Website after validating these General Conditions and the Specific Conditions.

The procedure for placing Orders includes at least the following steps:

1. Conduct a search, stating the following information:
 - departure and arrival station;
 - desired travel dates and times;
 - booking class;
 - whether or not the trip is direct;
 - number of passengers and loyalty cards if any;
2. Following your request, the Website will send you one or more possible Services and their Specific Conditions.
3. Click on the Service(s) of your choice.
4. A summary of all of your choices, their Specific Conditions and the total price of the Service(s), enable you to verify the details of your Order.
5. You must then ensure that all information displayed complies with your indications (e.g. date, time, origin and destination of trip, delivery method and address, price, identity, age of travellers); it cannot be amended once the Order has been validated.
6. Once these verifications are carried out, You must select the collection method you prefer and provide your personal data in order to execute and follow up your Order.

7. Subject to having previously accepted these General Conditions and the applicable Specific Conditions, you can then validate your Order.
8. A new Order summary will enable you to verify all the elements making up your order before entering your bank details as necessary for payment of the order.
9. You can pay for your Order online in a secure mode as per the conditions defined in Article 4 and the contract is then validly concluded.
10. As quickly as possible, and in any case within five days following your Order, OUI.sncf will send you by email, in the name of its Partners, confirmation of your Order including such essential information as identification of the Service ordered, the price and the quantity.
All the information included in this Order confirmation email shall be deemed to constitute the agreement between you and OUI.sncf, unless you have contested it by email at the following address customersupport_ww@Oui.sncf within a period of 24 hours from the date of receipt of this confirmation. It may be disputed only insofar as it differs from the Order you have placed.
11. In the event that you do not receive confirmation of the Order, you are responsible for contacting OUI.sncf as per the conditions stipulated in Article 5.

It is your responsibility to ensure that the information (identity, email address, postal address, etc.) that you provide when placing the Order is correct, and to inform OUI.sncf immediately, using the "Help and Info" contact form on the Website, of any amendment which could affect it, in order to ensure that you receive the Services you have ordered.

Cancelling Orders

All the conditions of cancellation or amendment of Orders and/or reimbursement are defined in these General Conditions for each type of Service, and/or in the Specific Conditions applicable to each Service.

You can amend or cancel your tickets online either via your Order confirmation email or the electronic "Help and info" contact form.

We draw your attention to the fact that certain Services cannot be cancelled, and some can neither be cancelled nor amended. You shall be informed of this before validating your Order.

2.2 DELIVERY

Unless stipulated to contrary in the Specific Conditions and subject to the stipulations stated in Article 3, the tickets issued pursuant to a Service ordered on the Website can be sent by post to the delivery address stated in your Order, according to the provisions set forth for each type of service in the Specific Conditions.

We draw your attention to the fact that your tickets can be delivered only if there is a minimum of four days between your date of Order and your departure date.

2.3 PROOF

It is expressly agreed that, barring a clear error by OUI.sncf, the data kept in its information system and/or that of its Partners, in particular in the electronic messaging tools used by OUI.sncf, or in the Billet Imprimé® or e-ticket control systems, shall be deemed as proof that Orders have duly been placed and the parties' obligations have duly been performed. The data on computer or electronic media kept by OUI.sncf constitutes proof and, if submitted as means of proof by OUI.sncf in any dispute or other proceeding, shall be admissible, valid and enforceable amongst the parties in the same conditions and with the same legal admissibility as any other written document drawn up, received or kept.

2.4 RIGHT OF WITHDRAWAL

You are informed that, as per Article L. 121-20-4 of the French Consumer Code, none of the Services offered on the Website by OUI.sncf in the name of their Partners are subject to application of the right of withdrawal as stipulated in Articles L. 121-20 et seq. of the French Consumer Code concerning distance selling.

Consequently, the Services ordered on the Website shall be subject exclusively to the conditions of cancellation and amendment stipulated in these General Conditions and/or the applicable Specific Conditions.

CHAPTER II

GENERAL CONDITIONS APPLICABLE TO THE RAIL SERVICES

Article 3. RAIL SERVICES

The rail Services are offered by OUI.sncf in the name of its Partners.

All the Specific Conditions concerning the supply of rail Services are accessible at the time of your Order and are summarised in your Order confirmation. These Specific Conditions form an integral part of these General Conditions and must be read in full and with care, and accepted before any Order.

3.1 TRAIN TICKETS

Collection of tickets

Your tickets can be collected either at self-service terminals, found only in SNCF stations in France, or in a Boutique Rail Europe (less than 10 days before departure and in the following cities: Milan, Madrid, Geneva, Brussels and Cologne and against payment of a supplement of €8 to be paid on site), or at the ticket office of French railway stations, including when this ticket is provided to you as part of a “Train + Avis” Service.

We would like to draw your attention to the fact that you will be asked for the bank card used for payment and its PIN code to collect your ticket.

It should be noted that virtual cards cannot be used to collect your ticket. Likewise, cards without chips, such as American Express, are not accepted.

Conditions of SNCF “Billet Imprimé®” (printed ticket)

“Billet Imprimé®” is a registered trademark belonging to SNCF.

Certain train tickets offered on the Website are eligible for Billet Imprimé.

Billet Imprimé is a transport ticket you print yourself and that you must present when tickets are checked on board.

It is a personal transport ticket which may not be transferred to another person. When tickets are checked, the passenger in whose name the ticket is made out must present a valid identity document with photograph.

It is exempt from punching and must be kept until you leave your station of arrival.

This ticket is valid only for the train, date, time, class and route designated.

In the event of non-compliance with one of the rules specified in this Article, this ticket will be considered invalid.

OUI.sncf would like to draw your attention to the fact that SNCF rail transport tickets using the “Billet Imprimé” service are subject to the following conditions:

- To be useable, a Billet Imprimé must have undergone “Creation”. After validating the Order and paying online, you can carry out “Creation” of your Billet Imprimé.
- You can carry out Creation of your Billet Imprimé:
 - immediately after validating your Order; or
 - or later on the Website.

- To create your Billet Imprimé, you must go to the Creation page for the Billet Imprimé. To do this, you can click on the link “Print your ticket” shown on the Order confirmation email or from the link “Manage your bookings” under the “Train” tab.
You must then enter your name and the file reference sent to you when the Order was placed, which also appears on the Order confirmation email.
- On the Website’s Billet-Imprimé Creation page, you must state the full names and date of birth of each passenger. You may not print several Billets Imprimés using a single full name for one trip.
- After validating the information so entered, OUI.sncf provides you with the image of the ticket created in a “pdf” file.
- Once the Billet Imprimé has been created, even if it has not yet been printed, it cannot be exchanged or refunded. Please note that certain rates cannot be exchanged or refunded from the time of Order (e.g. “Prem’s” type tickets)
- The “Billet Imprimé” can be printed any time after creation:
 - directly after Creation;
 - or later by clicking on the link “Print your ticket” stated on the Order confirmation email, or by clicking on the link “My train bookings” on the Website home page, or on the “My train bookings” menu in the “Train” tab.
- NB: if you buy a return Billet Imprimé, the Creation and printing of the outbound Billet Imprimé may not be dissociated from the Creation and printing of the return Billet Imprimé.
- The “Billet Imprimé” must be printed in accordance with the Specific Conditions, as accepted before any Order. OUI.sncf accepts no liability in the event of non-compliance with the Specific Conditions.
- The “Billet Imprimé” is only valid if printed on white A4 paper, previously blank on both sides, with no change to printing size, in portrait format (vertical) with a laser or inkjet printer of minimum resolution 300 dpi. In no case may it be presented on another medium (e.g. electronic, screen).
- Good printing quality is necessary. Partially printed, soiled, damaged or illegible tickets are not valid. In the event of an incident or poor printing quality, the User must print the “pdf” file again.

Consequently, before placing any “Billet Imprimé” Order, you must ensure that you have the software and hardware configuration required to print your ticket: a computer connected to the internet and fitted with Acrobat Reader software and a printer. Before placing the Order, you must test that the printer used enables you to print the ticket correctly. OUI.sncf will not accept any liability if you are unable to print your tickets because you failed to use the software and hardware configuration as stated above.

Conditions of the “e-ticketservice”

Certain train tickets sold by OUI.sncf are offered to you as e-tickets.

If you choose the e-ticket service, we ask you to obtain an e-ticket compatible card (some of the “Grand Voyageur” and “Grand Voyageur le Club” cards), or to print the e-ticket confirmation that you must present on board the train. If you have an e-ticket compatible card, for your convenience, you may print the Order email to use as a travel reminder (showing the key information about your trip: departure and arrival times, carriage numbers, wagon and seat). Please note that you must have registered your “Grand Voyageur” or “Grand Voyageur le Club” card number at the time of order to benefit from this service.

The e-ticket bears a name and is individual and non-transferable. When tickets are checked, the passenger in whose name the e-ticket is made out must be able to present a valid identity document with photograph.

The e-ticket confirmation is exempt from punching.

The e-ticket is valid only for the train, date, class and route designated.

In the event of non-compliance with one of the rules above, the e-ticket will be considered invalid.

OUI.sncf would like to draw your attention to the fact that the e-ticket service is subject to the following steps and conditions:

- Before payment, you must enter the full names and dates of birth of passengers and the number of any loyalty card. You can then make the payment for your Order.
- You can print your e-ticket confirmation:
 - immediately after placing the Order, by clicking on the link “Print your ticket”;
 - or later by clicking on the link “Print your ticket” shown on the Order confirmation email or from the link “Manage your bookings” under the “Train” tab;
 - You must then enter your name and the trip reference (6 letters) provided to you when placing the Order and also stated in the Order confirmation email;
 - or later, from a self service terminal in an SNCF station in France, with the bank card used to pay for the Order or your trip reference with the name associated with it, or at the ticket offices in SNCF stations in France, with the trip reference provided to you after placing the Order.
- OUI.sncf then provides you with an image of the e-ticket confirmation, in the form of a “.pdf” file, that you can print.
- The e-ticket can be exchanged and/or refunded according to the exchange and refund conditions associated with the rate used. Deductions may be made on the ticket price depending on the date you request an exchange and/or cancellation.
- If you choose to print your e-ticket confirmation, the printout must comply with the Specific Conditions accepted previously when placing the Order. OUI.sncf does not accept any liability in the event of non-compliance with the Specific Conditions:
 - The e-ticket is only valid if printed on white A4 paper, previously blank on both sides, with no change to printing size, in portrait format (vertical) with a laser or inkjet printer of minimum resolution 300 dpi. In no case can it be presented on another medium (e.g. electronic, screen).
 - Good printing quality is necessary. In the event of an incident or poor printing quality, the User must print the “.pdf” file again.
 - Consequently, before placing any e-ticket Order, you must ensure that you have the software and hardware configuration required to print your e-ticket: a computer connected to the internet and fitted with Acrobat Reader software and a printer. Before placing the Order, you must test that the printer used enables you to print the e-ticket correctly. OUI.sncf will not accept any liability if you are unable to print your e-tickets because you failed to use the software and hardware configuration stated above.

Conditions for “Ticketless” travel

Certain train tickets sold by OUI.sncf are offered in Ticketless form, so that you can travel on the lines of the Thalys international network without having a ticket in physical form.

Your TICKETLESS confirmation will be sent by email to the email address of each passenger you have indicated when placing the Order.

A “TICKETLESS” is a virtual ticket which is checked and validated when you board the train and/or on board by the Train Manager. They can be checked simply by presenting the TICKETLESS and/or Thalys TheCard and/or the card of a Thalys partner and/or confirmation of the TICKETLESS containing the barcode and/or by presenting an official identity document.

You are only authorised to travel with a TICKETLESS if you have a valid Thalys TheCard in your name or a confirmation of the TICKETLESS printed with a barcode. Otherwise you will be considered to be travelling without a valid ticket and the inspector will take action. If fraud is proven on a TICKETLESS trip, no unused TICKETLESS confirmations will be refunded. Actions taken by inspectors are the same as for paper tickets. TGV- Europe.com Customer Service may handle any complaint concerning the use of TICKETLESS.

The other provisions concerning TICKETLESS are described in the Conditions of Use of Thalys TICKETLESS, which you must have accepted when placing your Order.

3.2 “TRAIN+AVIS” SERVICE

The car hire Service offered by OUI.sncf is provided by SNCF in partnership with **Avis**. It is subject to Avis’ Specific Conditions, available when placing the Order.

CHAPTER III
FINANCIAL CONDITIONS

Article 4. FINANCIAL CONDITIONS OF RAIL SERVICES

4.1 PRICES

The descriptions of the Services on the Website state, for each Service, all items included in the price.

Prices are stated in Euros, including all costs. Prices are also stated for information purposes only in Swiss Francs. OUI.sncf shall not be held liable for the real time updating of the exchange rate used. These prices do not include any banking fees in connection with the conversion from Swiss Francs to Euros.

4.2 PAYMENT OF THE PRICE

Payment of the price of the Services you purchase from the Partners shall be made when the Order is placed in Euros.

It shall be made to the Partners directly at the time of the Order by providing your bank card number, through a secure payment system.

Unless stipulated to the contrary in the Specific Conditions, payments made on the Website shall be by bank card (cards from the Carte Bleue, Visa, Eurocard/Mastercard or American Express networks are accepted) through the intermediary of a secure payment system. We would like to draw your attention to the fact that payments for train tickets to be collected from self service terminals at SNCF stations in France, at ticket offices, SNCF shops in France or in Rail Europe shops cannot be made using American Express, chipless or virtual cards.

In the event the payment is incorrect, incomplete or non-existent, for a reason attributable to your actions, the sale of these Services shall be cancelled and the resulting costs borne by you; civil and/or criminal proceedings may, where applicable, be brought against you.

CHAPTER V
MISCELLANEOUS

Article 5. INFORMATION AND COMPLAINTS

Any request for information, clarification or follow-up concerning orders, or any complaint, must be sent using the "Help and Info" section of the Website or by post to OUI.sncf, Carrer Fluvia 65 METROVACESA, PARC 22@, EDIFICIO B PB recepci3n, 08019 BARCELONA, SPAIN.

Article 6. INTELLECTUAL PROPERTY

6.1 GENERAL ASPECTS

OUI.sncf or its Partners hold all intellectual property rights concerning the Websites belonging to them or hold the associated rights of use.

Access to the Website does not confer upon you any entitlement to the intellectual property rights to the Website, which remain the exclusive property of OUI.sncf or its Partners.

The elements accessible on the Website, in particular in the form of texts, photographs, images, icons, maps, sounds, videos, software, databases and data, are also protected by intellectual and industrial property rights and other proprietary rights held by OUI.sncf or its Partners.

Unless stipulated to the contrary in these General Conditions, you may not in any case reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, by any means whatsoever, or exploit in any manner whatsoever, all or part of the Website without prior written authorisation from OUI.sncf. You are informed that this prohibition, in particular but not exclusively, covers practices such as *scrapping* or the use of robots for the extraction or reproduction of any element in the Website, including Service offers presented therein, in particular for commercial purposes.

Exploitation of all or part of the Website for any reason whatsoever not authorised in advance by OUI.sncf may give rise to any appropriate action, in particular infringement action.

Only the use of an insignificant part of the Website for strictly private and non-commercial purposes is authorised.

The insertion of hypertext links to any part of the Website is not permitted without prior written authorisation from OUI.sncf.

6.2 SOFTWARE

The use of any software downloaded from the Website to access certain services is governed by the terms of the licence accompanying it. You undertake not to install, copy or use this software before agreeing to the terms of said licence.

For any software not accompanied by a licence, you are given a temporary, private, personal, non-transmissible and non-exclusive right to use this software for exclusive access to the services requiring this software. By installing or using the software, you undertake to comply with this condition.

Article 7. LIABILITY AND WARRANTIES

7.1 FOR USE OF THE SITE

OUI.sncf does not warrant that the Website will be free of discrepancies, errors or bugs, nor that these can be corrected, nor that the Website will operate without interruption and breakdowns, or that it is compatible with any specific hardware or configuration other than those expressly specified by OUI.sncf.

OUI.sncf is in no case liable for malfunctions attributable to third party software.

In no case shall OUI.sncf be liable for any type of predictable or unpredictable damage, whether tangible or intangible (including the loss of profit or opportunity) resulting from the use, or total or partial impossibility of using the Website. Finally, as OUI.sncf cannot control all websites to which it is linked by hypertext links, which exist only to facilitate user searches, OUI.sncf is in no case liable for their content.

You represent that you are aware of the characteristics and limitations of the internet, in particular its technical performances, response times to consult, query or transfer data, and the risks linked to the security of communications.

You acknowledge that you have verified that the computer configuration you use contains no virus and that it is in perfect working condition.

7.2 FOR THE SERVICES

OUI.sncf shall ensure that the Partners correctly provide the Services stipulated in the contract they have entered into with you. However, it may in no case be held liable for any non-performance or poor performance of some or all of the Services stipulated in the contract, when attributable to your actions, or unpredictable and insurmountable actions by a third party to the Service, or to a case of force majeure.

7.3 FOR SUPPLY OF BILLET IMPRIME, e-TICKET SERVICE AND TICKETLESS

Unless due to a malfunction of the Website imputable to it, OUI.sncf may not be held liable for discrepancies that may arise during the Order, processing or printing of the Billet Imprimé, e-ticket or TICKETLESS, imputable to your actions, or unpredictable and insurmountable actions by a third party to the Service, or to a case of force majeure (for example, discrepancies caused by any hardware, software or means of connection used or by a third party service provider).

Article 8. DATA PROTECTION AND PRIVACY

The information you provide on the Website enables OUI.sncf and its Partners to process and execute the Orders placed on the Website.

They also enable OUI.sncf to manage your subscription to their respective information letters.

In accordance with Article 32 of the Law on Information Technology and Liberties of 6 January 1978, OUI.sncf informs you of the use made of any personal data collected as part of your Orders. You have the right to access, modify, rectify and delete data concerning you. To exercise this right, send a request through the section “Help and Info” of the Website or by email, to OUI.SNCF, Service Réclamation Europe, 2 place de la Défense, CNIT 1 - BP 440, 92053 La Défense cedex, France.

For any question or request concerning the protection of your personal data, you may send a letter to OUI.SNCF, Service Réclamation Europe, 2 place de la Défense, CNIT 1 - BP 440, 92053 La Défense cedex, France.

Aware of the trust you place in it, OUI.sncf takes care to protect the information it collects. To provide this protection, it has implemented a programme to secure the information stored in its system, which has data encryption and a software protection system.

When you visit the Website for the first time, OUI.sncf asks you to choose your language and offers to remember this information. The language then chosen will be the language of the contract. For this reason, you agree to OUI.sncf using cookies, that is, small files sent by its internet service and recorded on the hard drive of your computer. This file keeps a trace of your linguistic preferences and the website pages visited. OUI.sncf uses cookies to prevent you from receiving the same information more than once or in the wrong language, and to adapt the content and presentation of the Website according to your browser type. If you do not wish to receive cookies, simply click on the icon “Do not memorise this information in a cookie”.

For this purpose, OUI.sncf and the Agence OUI.sncf make a “[Confidentiality Charter](#)”, available to you at all times and accessible through a hypertext link at the bottom of all Website pages.

We therefore invite you to read the [Confidentiality Charter](#).

Article 9. APPLICABLE LAW AND COMPETENT JURISDICTIONS

These General Conditions, and more generally the contract you enter into with OUI.sncf, are subject to French law.

Any dispute concerning their interpretation and/or performance shall be under the competence of the French courts.

Article 10. FINAL PROVISIONS

The fact that at any time OUI.sncf fails to exercise one of the provisions of these General Conditions may not be interpreted as a waiver of the right to rely on it subsequently.

If one of the provisions of the General Conditions is declared invalid or without effect, it shall be deemed not to be written, and this shall not affect the validity of the other provisions, unless the provision declared invalid or without effect is essential and determining.

Any case of force majeure making it impossible to provide the service, including interruption to the means of telecommunications or transport strikes, extinguishes OUI.sncf’s obligations affected by the case of force majeure. Services not provided due to a case of force majeure shall be refunded. However, no damages shall be paid pursuant to this non-performance.