TAXIBUS RULES OF USE 2023





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1 Preamble

The present rules of use define the specific conditions under which users may be carried by the specialised public transport service for disabled persons "TaxiBus" without prejudice to the transport rules applicable to the regular STIB network.

For the purposes of the present document, "traveller" or "user" refers to any private individual using "TaxiBus".

2 Purpose

"TaxiBus" is a specialised, on request, door-to-door public transport service for people with disabilities and people who cannot use the conventional urban transport network due to a recognised disability.

On prior reservation, "TaxiBus" provides transport for the user, from the departure address to the destination address.

"TaxiBus" does not include support or the provision of medical assistance.

"TaxiBus" is an individual public transport service. "TaxiBus" does not offer a group service or a specific service to the address of specialised establishments of any kind.

Geographical coverage

"TaxiBus" covers travel within the territory of the Brussels-Capital Region, and a zone of approximately 500 m as the crow flies around the regular network lines outside the Brussels-Capital Region. The precise details of service are integrated into the planning software.

The pick-up and set-down locations must be on a public road open to cars. In some specific cases, the pick-up or set-down locations may be imposed by the STIB, which will attempt to send specific information to the user.

Authorised journeys 4

No type of journey has priority. Journeys of less than 500 m shall be refused.

The pick-up and drop-off points shall be identical for the disabled person and, where applicable, the person accompanying them.

The minimum time between the drop-off and the pick-up of a user is one hour.

Range of services

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5.1 **AVAILABILITY OF TRANSPORT SERVICES**

The service is operational every day of the year.

Pick-up from the starting address must not be before 5am. Set-down at the destination address must not be later than 1am.

5.2 AVAILABILITY OF RESERVATION SERVICES

Via the website **www.taxibus.be**:

> 24 hours a day.

By telephoning Customer Care, at the number 02 515 23 65:

- > from Monday to Friday, from 7am until 7pm;
- > Saturdays from 8am until 4pm.

This timetable may change depending on operational constraints. Users will be notified by a message on the reception voice server.

Telephone reception is not available on Sundays and public holidays.

Calls to Customer Care shall be recorded for guality and service improvement purposes. Users shall be informed in this respect during the call.



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6.1 **PEOPLE WITH DISABILITIES**

"TaxiBus" is available exclusively to persons with disabilities recognised by the Belgian State and with an official certificate issued by <u>the Federal Public Service (FPS)</u> <u>Social Security</u> or one of the regional entities (<u>Iriscare, VAPH, AVIQ, DSL</u>)or with a national discount card for public transport, which shows at least one of the following elements:

- > a reduction in autonomy of at least 12 points;
- > a permanent disability of the lower limbs causing a level of disability of at least 50%;
- > a complete paralysis or an amputation of the upper limbs;
- > a visual impairment with a level of disability of at least 90%;
- > recognition as being at least 80% or 6 points in pillar 1 relating to increased family allowances for children.

Children must be at least 6 years of age to travel alone on "TaxiBus".

Anyone travelling alone on "TaxiBus" must have the autonomy and the necessary discernment to do so.

Children (disabled or able-bodied) and persons placed under disability status shall be transported under the same conditions as adults. No specific supervision is provided, and no special adaptations are made to the vehicle. They travel under the sole responsibility of their legal representatives. Drivers shall not assume any liability in this respect.

6.2 GUIDES AND HELPERS

If the user does not have sufficient autonomy and/or capacity to travel alone, they must be accompanied by one person of their choice.

In the event of a problem arising from the user's behaviour, in compliance with the principles of reasonable accommodation and after attempting mediation with the user or their legal representative, the STIB may require this person to be accompanied by an able-bodied person, who then travels free of charge. If no solution is found, the STIB may exclude the person from "TaxiBus"

6.3 NON-CAREGIVER GUIDES

The user may be accompanied by an able-bodied person of their choice. If the user has to travel with their children, it is often necessary to agree on reasonable accommodation (see point 10.3 below).

6.4 ROLE OF FAMILY CAREGIVERS

Some people in the entourage of persons with disabilities make bookings for the persons in their charge and need to monitor the organisation of travel.

"TaxiBus" may take note of two contacts per registered user and notify them of specific information relating to the organisation of journeys (booking confirmation, cancellation, sending of operational text messages, settlement of the travel balance, etc.).

The organisation of this must be agreed on via the registration form or by contacting Customer Care.

Registration process

7.1 **APPLICATIONS**

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Applicant-users must complete a registration application available at **www.stib.brussels** and from STIB Customer Care:

STIB - Customer Care Rue Royale 76 B-1000 Brussels +32 (0)70 23 2000 (€0.30/minute)

The application includes:

- > the duly completed registration form for "TaxiBus";
- > proof of the right of access through an official certificate issued by the Federal Public Service (FPS) Social Security or one of the regional entities (Iriscare, VAPH, AVIQ, DSL) or a national discount card for public transport;
- > a copy of both sides of the identity card or passport of the applicant;
- > an application to create a MOBIB card.

Applicant-users must send their completed registration application via the contact form available at **www.stib.brussels** or by post to Customer Care.

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7.2 PROCESSING OF REGISTRATION FILES

If the application is in conformity, a confirmation of registration with "TaxiBus" shall be sent to the user by Customer Care. This confirmation contains the practical details, including how to access the personal space and complete the mobility account before making bookings.

If the file is incomplete, the applicant has 30 days to submit the missing information or documents. After this period, a new registration application must be submitted.

A justified refusal shall be notified to the applicant by post or e-mail.

All applications shall be processed as swiftly as possible.

7.3 REGISTRATION VALIDITY PERIOD

If the proof of disability provided for registration mentions a valid-to date, the registration will be automatically suspended after this date. The user is obliged to send any new certificate or card in good time so that the validity of their registration with "TaxiBus" can be extended.

Registration will be cancelled and the data archived if the user has not made a journey for two years. Re-registration will be required for any new use of "TaxiBus".

Technical aids

If technical aids are used to facilitate their travel with "TaxiBus", the user shall ensure that such equipment is in perfect technical condition. If not, transportation may be refused.

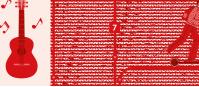
8.1 SIZE OF WHEELCHAIRS

In order to benefit from "TaxiBus" in optimal comfort and safety conditions, persons in wheelchairs must be able to be transported in adapted taxis for which the dimensions have been specified by the Brussels-Capital Region.

The available height for the person sitting in their wheelchair is maximum 1.40 m, while at the point of entry into the vehicle, the maximum height is 1.35 m. The available length is 1.30 m while the width is 0.70 m.

Persons travelling with larger technical aids (wheelchairs, mobility scooters, etc.) run the risk of a significant reduction in the service offering, or even complete incompatibility with "TaxiBus". The STIB studies these situations on a case-by-case basis, in the spirit and limits of reasonable accommodation in relation to non-discrimination.

8.2 ASSISTANCE DOGS



Assistance dogs are allowed at all times in the vehicles provided by "TaxiBus". They travel free of charge, in accordance with the law. They must be kept on a lead and be exempt from wearing a muzzle.

With the exception of wheelchair users, in taxis, assistance dog owners must sit in the user seat and place their dog between their legs. Dogs are therefore not allowed in the back of the vehicle.

Assistance dogs for wheelchair users must sit next to them, in the space reserved for attaching the wheelchair.

Neither the STIB nor any of the public or private operators it may solicit to provide the service be held liable for accidents caused by animals. The owner of the animals has sole liability for any damage the animals may cause.

8.3 SPECIFIC TECHNICAL AIDS AND BABY SEATS

No specific technical aids (backrests, etc.) or baby seats may be fitted to the seats of the vehicle.



Rates

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9.1 RATES

The rates for the various transport tickets, supplements and surcharges are set by the Brussels-Capital Region Government in accordance with Article 18 of the Order of 22 November 1990. The price details can be found on the STIB website.

Each person transported by "TaxiBus" pays the price of their journey.

However, guides required by the STIB do not pay.

9.2 PAYMENT OF TRANSPORT TICKETS

9.2.1 MANDATORY PRE-PAYMENT

Confirmation of the reservation is subject to the prepayment of journeys. The user must therefore pay into their mobility account created in the transport organisation software.

The mobility account is funded by bank transfer to STIB account BE45 0963 2094 1089. Each transfer must be made a few days before the journey (so that the STIB has received the payment before booking) and accompanied by the structured communication received on registration. The amounts paid are converted into the number of journeys in the transport planning software.

It is essential to use the correct structured communication for payments. Payments made without a structured communication or with incorrect communication cannot be processed by the transport planning software. This may make it impossible to organise the transport.

No cash, cheques, service cheques or other valuables may be given to drivers.

Where applicable, supplements and surcharges are deducted from mobility account.

9.2.2 INVOICING

Users can obtain an overview of their mobility account via their personal space at **www.taxibus.be** or by telephone, via Customer Care.

9.2.3 REFUNDS

The amounts paid to STIB's account shall only be reimbursed on request in the event of the death of the user, or manifest error. In this case, administrative fees, as determined by the tariff decree, apply and are deducted from the balance to be refunded.

10 Organisation of journeys

10.1 BEFORE THE JOURNEY

10.1.1 NORMAL RESERVATION

"TaxiBus" must be reserved via the mobility account of the user, at **www.taxibus.be** or by telephone, via Customer Care.

In all cases, the reservation must be made at the latest the day before transport, before Customer Care closes.

When reserving, it is essential to specify, for both legs of the journey:

- > the surnames and first names of the user;
- > the presence of an accompanying person, if applicable;
- > the day and date of the journey;
- > the exact address of the place of boarding;
- > the exact address of the place of alighting;
- > the most important time, which can be either "arrive before" or "leave after".

At the same time, STIB shall communicate an indicative pick-up time, taking into account the communicated time constraint.

The transport operator (STIB or a subcontractor) is chosen automatically by the management software. The user does not have the possibility to choose the operator.

The user is requested to envisage a reasonable time between the time constraint communicated at the time of reservation and the actual envisaged constraint of the appointment.

Before confirming the reservation, the user is invited to check if the encoded data correspond to their request.

There is no limit to the number of reservations made during the same connection on **www.taxibus.be**.

In order to allow all users to be served quickly, the number of reservations made during a telephone call may be limited, depending on the circumstances.



10.1.2 AUTOMATIC RESERVATION

Users who travel regularly, i.e. several times a week, at the same time, with the same starting point and destination, may be offered "automatic reservation" by the STIB, in which case they no longer have to book the journeys in question.

However, they must ensure they regularly fund their mobility account and do not forget to report any absences (holidays, illness, etc.).

The rules on journey cancellations and no-shows apply, as detailed further. Furthermore, the STIB may remove the "automatic reservation" benefit with a simple telephone call to the user or their legal representative if these obligations are not met regularly.

"Automatic reservation" cannot be modified. Any user who modifies an "automatic reservation" irrevocably loses their benefit. They are of course able to make other reservations for other journeys.

10.1.3 CANCELLATION BEFORE THE TRAVEL DATE

For whatever reason, the user cannot make a scheduled journey, they must cancel the journey as soon as possible, either via **www.taxibus.be**, or by calling Customer Care.

The price of journeys cancelled in advance of 7pm on the day before departure are credited to the user's mobility account.

Any cancellation not notified within this timeframe will not be refunded and may be liable to a supplement, as set out in the tariff decree.

10.2 INFORMATION

The mission of "TaxiBus" is based primarily on accurate communication with users and, where necessary, their family guides.

In addition to the personal space on **www.taxibus.be** and the Customer Care telephone helpline, users (or a maximum of one family guide) receive emails and text messages before, during and after the journey.

Although not an obligation for the user, ownership of and ability to use a mobile phone facilitate the operational aspects of the transport, usually to the benefit of the user.

10.2.1 INFORMATION BEFORE THE TRAVEL DATE.

10.2.1.1 CONFIRMATION OF THE RESERVATION

The user receives email confirmation when they make a reservation. The email summarises the information agreed during the reservation of each journey.

On the day before the journey, at 8pm, a SMS message is sent to the user to inform them of the definitive pick-up time. This may differ by around twenty minutes from the time confirmed when the reservation was made; it nonetheless always respects the initial constraint ("Arriving before" or "Leaving after").

Emails and SMS messages are sent to the extent possible and at no extra cost.

10.2.1.2 SUMMARY OF RESERVATIONS

The information pertaining to the reserved journeys, as well as the scheduled times (which are definitive from the day before the trip at 8pm) can be consulted at any time via the user's mobility account at **www.taxibus.be**.

The user can also consult their order history for the current year.

10.2.2 THE DAY OF TRAVEL

10.2.2.1 CANCELLATION AND NO-SHOW

If the user cancels their journey on the day of travel, they are obliged to notify "TaxiBus" as soon as possible, either via **www.taxibus.be** or by telephoning Customer Care.

A no-show is a situation in which a user does not go to the fixed meeting place. In the event of a no-show, any other journey planned for that day is cancelled.

The cost of late cancellations and no-shows in determined by the tariff decree.

10.2.2.2 COMMUNICATION

Before the arrival of the vehicle, the user will receive an SMS indicating that the vehicle is approaching the pick-up point.



10.2.3 PICK-UP

The user will be picked up from the address established as the meeting place, on a public road open to vehicle traffic. They must be ready to board when the vehicle arrives.

The driver is not authorised to enter buildings; he is under no obligation to ring the doorbell to signal his arrival. If a person is not present at the pick-up address, the driver will shout their name from outside the vehicle.

The driver shall assist the user between the threshold of the building and the vehicle. They will help the user if necessary, and help them get installed in the vehicle. They shall operate the chair lift or access ramp, secure any wheelchair, and check that each user's seat belt is fastened (except for users exempt from wearing one).

10.2.4 SAFETY AND INSPECTIONS

Seat belts must be worn. Users exempt from wearing a seat belt must provide a copy of their exemption card issued by the FPS Mobility. They must be in possession of this card during journeys in case of an inspection.

Users must comply with the safety instructions. In particular, the driver shall ensure that each user and accompanying person is wearing a seat belt, and that all wheelchairs are secured in the vehicle.

The driver shall ensure that any other mobility aid stowed on board does not present a danger to other users. However, responsibility for their presence on board and any damage caused by this equipment remains with the owner.

Both drivers (STIB or sub-contractor) and inspectors sent by the STIB to perform the role of "TaxiBus" are entitled to ask the customer to present their MOBIB card for inspection.

Inspections are organised by the STIB to guarantee quality of service. Inspections are organised by accredited STIB personnel to check how the drivers provide the service to the customers, whether the drivers work for the STIB or its suppliers.

10.2.5 CHOICE OF ROUTE

Only the points of boarding and alighting specified during the reservation shall be taken into account. The journey shall be made according to the route determined by the transport operator.

No intermediate stops, detours or change of destination requested by the user during the journey are permitted.

"TaxiBus" is a public transport service. It is normal for routes to include stages for collecting or dropping off several other users.

10.2.6 DROP OFF

Users will be dropped off at the address agreed at the time of reservation.

The driver will help the user to get out of the vehicle and reach the threshold of the building provided that this building is on a public road open to vehicle traffic.

The driver does not in any way ensure that the user is picked up by any third party.

10.3 REASONABLE ACCOMMODATION

At the request of the user or their legal representative, the STIB will, on a case-bycase basis and within the limits of the principle of non-discrimination, study the accommodation reasonably possible for situations not defined in these rules of use. Requests for reasonable accommodation must be submitted to Customer Care. They are coordinated and managed by the STIB Accessibility Manager.



11 Punctuality and real-time information

11.1 PUNCTUALITY

Except for incidents outside the driver's control, "TaxiBus" shall set off no later than the anticipated time.

"TaxiBus" is not obliged to wait beyond the scheduled time, nor offer an alternative to the user in default, whatever the reason.

A journey whose pick-up or drop-off takes place a maximum of 10 minutes later than the times confirmed the day before departure ("Arrive before" or "Leave after") is considered on time.

Once a reservation has been registered, both STIB and the public or private operators which it may solicit to provide the "TaxiBus" service, shall do everything possible to provide the transport under the best possible conditions and to respect the agreed schedules.

However, for reasons beyond their control, the service may be subject to delays in drop-off and/or pick-up, or the service may be disrupted (e.g. due to winter conditions, road closures or cases of force majeure).

In the event of disruption to the service, to the extent possible and as swiftly as possible, the user shall receive an SMS or a telephone call to notify them of the disruption. Subject to what is provided for in the following paragraph, delays and disruptions shall not entitle users to any refund.

STIB may only be held liable towards users (except in the case of accidents and physical injury) to the extent that it, or the public or private operator which it may solicit to provide the services specified as part of the "TaxiBus" service, has committed serious error or wilful misconduct in the performance of their duties.

If such error has led to a cancellation, delay or any disruption to the user's journey, the maximum compensation that could, where appropriate, be awarded by STIB is calculated at a flat rate at the value of one journey, for which STIB can make payment in kind or equivalent to the exclusion of any other direct or indirect compensation.

In other cases, compensation for any material damage caused to the user by STIB cannot exceed a maximum amount of 150 EUR. Damages caused by a public or private operator used by STIB to provide the services within the framework for "TaxiBus" are payable by this operator.

11.2 REAL-TIME INFORMATION

A user may contact Customer Care for information if they have been waiting for a vehicle for more than 10 minutes. The call is then transferred to the call centre of the provider responsible for the journey.

12 Violations

Violations duly noted by sworn officers may give rise to prosecution, as well as the application of penalties provided for by the various legal and regulatory texts in force.

In addition, any person who improperly uses "TaxiBus" as defined in these rules of use, is liable to be banned from "TaxiBus" immediately and be prosecuted by STIB.

13 Complaints, customer service and mediation

Any complaints or requests for reasonable accommodation in relation to these rules of use may be communicated on 070 23 2000 (€0.30/minute) or to <u>www.stib.brussels</u> or in writing to:

STIB - Customer Care Rue Royale 76 B-1000 Brussels

STIB endeavours to respond to any complaint within 10 working days following receipt.

Users may use the STIB mediation service.

For a complaint to be admissible, the following conditions must be met:

- the claim relates to facts committed less than three months before its submission to the STIB;
- > the complainant contacted the STIB regarding this same complaint at least 30 calendar days before contacting the mediation service;
- > the complainant sends the complaint to the Mediation Service, Rue du Gentilhomme 3 - 1000 Brussels or by email to mediateur@stib.brussels;
- > the complainant is a user of the STIB or their legal representative and has a personal interest.



14 Additional provisions

14.1 ENTRY INTO FORCE, SCOPE AND REVISION

The present rules of use shall enter into force from the moment of their publication on the website <u>www.stib.brussels</u>. They can also be consulted on the website <u>www.taxibus.be</u> via user's mobility accounts, and they are available in a printed version, in large characters or in Braille upon simple request from the STIB Customer Care service.

STIB may modify these rules of use at any time, in particular due to limitations related to its public service mission, compliance with decisions made by the public authorities or operational constraints.

The modifications are enforceable against users as soon as they are published on the website **www.stib.brussels** and users are obliged to comply with them, without compensation.

By using the STIB "TaxiBus" service, including the vehicles provided by private or public operators with whom STIB has concluded a cooperation agreement, users acknowledge that they have read these rules of use and agree to abide by them without reservation.

14.2 PROTECTION OF PERSONAL DATA

The STIB collects and processes personal data in order to fulfil the task of public interest entrusted to it by the rules of use, namely the provision of a transport service in the Brussels-Capital Region.

The STIB ensures that data is collected in accordance with Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") and the national law applicable in this area, the law on the protection of individuals with regard to the processing of personal data of 30 July 2018.

Personal data communicated by users or their legal representatives is collected, processed and stored by STIB in accordance with the Privacy Policy as published on the site **www.stib.brussels.** It is also possible to <u>exercise rights</u> as a data subject.

Data is processed for the following purposes:

- > planning and implementation of organised travel as part of "TaxiBus";
- > development of usage and production statistics;
- > evaluation of the STIB offer in relation to specific services designed for persons with reduced mobility, potentially via surveys;
- > communication of new offers and improvements in the STIB network regarding accessibility.

Some data may be assimilated with health data. Its processing therefore requires the explicit consent of the user. This is obtained when the user registers with "TaxiBus".

The STIB shares this data with the public and private operators it may use to provide the service and who take on the transport missions entrusted to them.

The STIB retains user data for a maximum of five years after the end of the contract between them.

Furthermore, calls to Customer Care shall be recorded for quality and service improvement purposes. Users shall be informed in this respect during the call.

In addition, the STIB website and that of "TaxiBus" use cookies to enhance the browsing experience. The Cookie Policy is available on the website **www.stib.brussels**.

14.3 OTHER LEGAL PROVISIONS

Apart from the present special provisions, all legal and regulatory provisions applicable to the regular public transport service network in Brussels shall also apply to the "TaxiBus" service.

Production and layout: STIB - Communication • 23-3071 - SAP 890109 Resp. ed: L. Lammens • Société des Transports Intercommunaux de Bruxelles Koningsstraat 76 Rue Royale - 1000 Brussels • www.stib.brussels

