

Conditions of Contract

1. Use of boats

- Your boat will generally be available to you 10 minutes before the confirmed departure time. Should this time overlap with the arrival or departure of a scheduled boat, this vessel will have priority and your special cruise will be correspondingly delayed.
- In confirming the departure and arrival times of a special cruise, we reserve the right to delay these times as required in the event of the simultaneous arrival/departure of a scheduled boat, or to begin and end the cruise earlier following consultation with the person hiring the boat (or his representative).
- Should you wish to board the boat earlier than the contracted time, for decoration purposes or furniture arrangement, you will be invoiced for the period that the boat is out of service. Requests for rearranging, removal and replacing contents will be invoiced at CHF 79.00 per man-hour.
- Subject to weather: cruise restrictions are possible in the event of high or low water levels or in foggy or stormy conditions. We accept no liability in any event of force majeure.
- Our boats are basically smoke-free zones. However, it lies within the customer's discretion to permit smoking on a chartered boat – also in the interior. Ashtrays may be ordered from the caterers or provided by the customer.

2. Special cruises with onboard catering

The following gastronomy partners are **exclusively** responsible for onboard catering:

Lake Thun:	SV (Schweiz) AG	Tel: +41 (0) 33 334 52 34	Fax: +41 (0)33 334 52 35
	E-mail: schiffcatering.thunersee@sv-group.ch		www.sv-group.ch/schiff

Lake Brienz:	Gastro Lac AG	Tel: +41 (0)33 823 02 22	Fax: +41 (0)33 823 02 23
	E-mail: info@gastro-lac.ch		www.gastro-lac.ch

3. Special cruises without onboard catering by the ship caterer

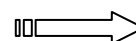
The choice of caterer is free on the following boat: MS Iseltwald (on Lake Brienz).

However, the following is to be observed:

- Glasses and utensils will not be provided and must be supplied by the customer.
- The buffet and kitchen facilities (refrigerators, coffee machines, drinking-water connections etc.) are the property of the ship caterers and may not be used.
- At the end of the cruise, the boat must be cleared and left within the hire period, i.e. all goods, bottles, glasses etc. supplied by the customer must be removed from the boat, including any waste items. Any outstanding cleaning and clearing up by BLS Schiffahrt will be invoiced separately.

4. Obligation to exercise due care

- The installation of mounting materials on walls and ceilings e.g. screws, nails adhesive tape etc. is forbidden.
- Use of fuels such as spirits, petroleum, gas is prohibited. Also it is forbidden to take along or use candles, charcoal grills, torches, fondue-cookers using spirit (cookers using paste is allowed) and fireworks.
- Gas bottles (helium only) to inflate balloons or the like may only be used on open deck. The helium bottles must be securely fastened to the boat. The customer is to contact the captain of the vessel in this regard.
- The customer is responsible and liable for damages to the boat or its contents caused by guests on special cruises.



5. Withdrawal from contract

The cancellation of a confirmed special cruise booking will be liable to an administration charge of CHF 100.00.

The following cancellation charges will also apply:

- Up to 60 days before the cruise no further charge
- 59 - 30 days before the cruise 10% of the confirmed flat rate
- 29 - 15 days before the cruise 25% of the confirmed flat rate
- 14 - 8 days before the cruise 50% of the confirmed flat rate
- 7 - 1 days before the cruise 80% of the confirmed flat rate
- 24 - 0 hours before the cruise 100% of the confirmed flat rate

6. Noise and laser regulations (SLV)

The regulations dating from 28 February 2007 on the protection of the public against harmful effects from noise or laser beams are applicable.

Type of music	Location	Time from - to	* Decibels max.	Open deck dB
Canned / DJ / Live music	Only on lake	08.00 – 01.00	100	85
Canned / DJ / Live music	Entering dock / wharf	22.00 – 01.00	90	No music

- On leaving the harbour, the music volume may be increased on the open deck when the boat is approximately 200 metres from the shore. Likewise on entering the harbour, the music must be lowered on the open deck and turned off on the sun deck when the boat is approximately 200 metres from the shore.
- Music systems / location of loudspeakers may not be near doorways – preferably in the front section of the boat. Doors and windows are to be kept closed.
- Notices regarding SLV are to be displayed on board and ear protection provided.
- For events under 3 hours, the sound level is also to be recorded and submitted to the authorities upon request.
- Events ending at the wharf after 00.00 h: the security personnel hired by the customer are responsible for ensuring the preservation of public peace near the wharf and car park.
- The event must end at the latest 01.00 h as required by law. No guests may remain onboard the boat or in the wharf area after this time.
- Cleaning and clearing up must be carried out with sound absorbing materials and excessive noise must be avoided.

Arrangements for onboard catering and special permits* are to be agreed directly with our gastronomy partners.

7. Miscellaneous

- It is strictly forbidden for private boats to approach and join chartered cruises.
- Our prior consent must be obtained for dancing events on the upper deck.

We shall be pleased to assist with further questions.

BLS AG

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