

General Terms and Conditions for Charter Trains of BLS Ltd. (2026 version)

1. Subject matter and applicability

- 1.1 These General Terms and Conditions govern the legal relationship between you and BLS Ltd. (hereinafter referred to as BLS) for charter trains.
- 1.2 You are solely liable to BLS for payment and for any damage incurred during the hire period. You are obliged to impose the contractually agreed obligations on the persons in the vehicles during the hire period.
- 1.3 BLS acts as an intermediary for third-party services and is not a contractual partner. You conclude the contract directly with these companies. Their general terms and conditions apply.

2. Offers

- 2.1 Offers for charter trains are non-binding for timetable reasons. Timetabled operations have priority. Routes and timetables are expressly subject to change. The services offered are reserved for you in a non-binding manner and for a limited period of time. The time limit is expressly stated in the offer.
- 2.2 The first offer is free of charge; a charge of CHF 250.00 can be applied for further offers. This amount will be credited to any definitive booking.

3. Conclusion of contract

- 3.1 Once we have received your order in good time, the necessary reservations and orders will be made. BLS will then send you a corresponding order confirmation.
- 3.2 Upon receipt of your signed confirmation, the corresponding contract is concluded between you and BLS. If your confirmation is not received by BLS within 10 days of receipt of the order confirmation, the reservations made or resources scheduled will be released.

4. Services

- 4.1 BLS undertakes to provide the agreed services – subject to clause 9 below – in accordance with the contract.

5. Number of participants

- 5.1 The offers and confirmations are based on an agreed approximate number of participants. There is no minimum number of participants for charter trains.
- 5.2 If the agreed number of participants is exceeded by more than 5%, BLS must be informed of this at least 5 days before the journey.

6. Prices

- 6.1 For charter trains, only the specified flat-rate prices apply. The group tariff of the Swiss transport companies is not applicable.
- 6.2 Prices are quoted in Swiss francs (CHF) and include VAT.
- 6.3 Prices are subject to change due to changes in services.
- 6.4 No tickets are required for charter trains.

7. Offsetting

- 7.1 Upon conclusion of the contract, a partial payment of at least 30% of the flat-rate price owed must be paid in accordance with section 6.1 above. The specific amount of

the partial payment required depends on the organisational work involved.

- 7.2 After the hire period or after the event, we will invoice you in full for the services provided and arranged by BLS. The partial payment you have made will be deducted from this.
- 7.3 You are obliged to pay the remuneration owed within 30 days of receipt of the invoice.

8. Cancellations and changes on your part

- 8.1 If you cancel the service after the contract has been concluded, BLS will charge the following cancellation costs:

up to 29 days before the journey	CHF 500
28 to 22 days before the journey	20% *
21 to 15 days before the journey	40% *
14 to 8 days before the journey	60% *
7 to 1 days before the journey	80% *
within 24 hours before the event	100% *

* per order of the agreed flat-rate price in accordance with section 6.1 above / in any case at least CHF 500.

- 8.2 The receipt of the written notification (letter, e-mail) by BLS is decisive for calculating the cancellation deadlines or re-bookings. The date of receipt applies.
- 8.3 If you wish to make changes to the agreed services after the contract has been concluded, we will also charge for expenses at an hourly rate of CHF 125. The processing fee is in any case at least CHF 125 per change.
- 8.4 Any third-party claims are not included in the cancellation and are therefore still owed. This also applies to receivables of BLS subsidiaries (BLS Netz AG, BLS Cargo AG, etc.).
- 9. Programme change and non-realisation
- 9.1 In the event of force majeure, official measures, orders from infrastructure operators or strikes, BLS is entitled to cancel or abort the charter trip, change the routes or organise alternative transport. We will inform you of this as soon as possible.
- 9.2 This also applies if you give justified cause for this through actions or omissions.
- 9.3 In the event of non-realisation, BLS will refund the partial payment made by you, subject to the cases set out in section 9.2 above. In the event of abortion, any difference will be refunded – also subject to the cases set out in section 9.2 above. Any further claims on your part – this also applies in the event of a necessary change of route – are excluded. Any third-party claims remain reserved.
- 9.4 If the rolling stock is not available for technical or operational reasons, we reserve the right to provide vehicles of equal value if possible.
- 9.5 If you do not agree to a vehicle change in accordance with section 9.4 above, you may withdraw from the contract without incurring any costs. The partial payment

amount will be refunded to the exclusion of any compensation.

10. Safety / duty of care

- 10.1 The train staff are in command of the train. All persons are subject to them. Their instructions must be followed immediately and without fail.
- 10.2 Any decorations you bring with you may only be made of non-combustible materials (fire protection class 5.2). The attachment of fixing materials to walls and ceilings is prohibited.
- 10.3 Bringing candles/torches with open flames, fuels (petrol, petroleum, gas, coal, etc.) and fireworks is prohibited.
- 10.4 Helium bottles for inflating balloons are prohibited.
- 10.5 The rolling stock must be returned to BLS in the condition in which it was received. In particular, no goods, bottles, glasses or other waste may be left in the vehicle. Extraordinary cleaning and tidying work by BLS will be invoiced separately.
- 10.6 For safety reasons, all participants are prohibited from crossing tracks or remaining in places (neighbouring tracks, outside of platform areas, etc.) that are not open or accessible to the public. The instructions of railway personnel must be followed.

11. Complaints

- 11.1 If the charter journey does not comply with the contractual agreement – subject to section 9 above – you are obliged to complain about this defect to the train staff immediately and to demand a remedy free of charge.
- 11.2 If no remedy can be provided or if the remedy is inadequate, you must obtain written confirmation of the defects complained about and the failure to remedy them from the tour guide or the train staff. However, they are not authorised to recognise any claims for damages.
- 11.3 Any claims for damages and the confirmation of the train staff must be submitted to BLS by registered letter no later than 30 days after the end of the charter journey.
- 11.4 If you do not comply with these conditions in accordance with sections 11.1 to 11.3 above, any claim for damages is forfeited.
- 11.5 The use of other rolling stock, delays and essential route changes, as well as all other cases in accordance with section 9.1 above, are not defects within the meaning of the above. Claims for damages on your part are excluded in this instance.

12. Liability

- 12.1 BLS shall be liable within the scope of the statutory provisions for damage associated with its operations. Any further liability is excluded.
- 12.2 BLS shall only be liable for damage caused by you if BLS is guilty of gross negligence. Liability shall be limited to direct damage and to a maximum of 30% of the envisaged flat-rate price for the train hire in accordance with section 6.1 above.
- 12.3 You are liable to BLS for any damage caused to the rolling stock and furniture during the hire period.

13. Data protection

- 13.1 The contracting parties undertake to comply with the provisions of the relevant data protection legislation.

14. Applicable law and place of jurisdiction

- 14.1 Swiss law is applicable. The exclusive place of jurisdiction is Bern.