

**General Commercial Terms and Conditions (GCTC) for use of the online shop of BLS LTD for travel within the Swiss public transport network with season tickets and travelpasses/tickets.
A TERMS & CONDITIONS OF USE**

1. Area of application

The BLS online shop can be used to purchase season tickets (module; modular travelcard; point-to-point travelcard) and tickets for direct transport (DV) and regional fare networks in Switzerland. A SwissPass account or SwissPass is a prerequisite for purchasing season tickets. Tickets for direct transport (DV) and regional fare networks in Switzerland can be purchased as an e-ticket.

2. Contracting parties

The transport contract comes into force between passengers (referred to hereinafter as "customers" or "users" and where the male form is used this also includes female travellers) and the transport company providing the actual transportation service with the purchase of season tickets/travelcards or (electronic) travelcards from the BLS online shop. The contract for using the BLS online shop comes into force with BLS LTD as operator of the online shop.

3. Applicable terms

For the purchase of season tickets/travelcards or (electronic) travelcards from the BLS online shop and the transportation of persons, the tariffs (fares) of the Swiss travel companies, in particular the "General Passenger Tariff T600" of the Swiss transport companies (referred to hereinafter as "Tariff 600") as well as network fares in Switzerland in the currently valid version, inclusive of the tariff and other regulations listed therein shall apply, as long as nothing else is defined by the current GCTC. The relevant fare information can be viewed both at manned ticket offices in the network areas of the transport companies involved, as well as online at www.voev.ch or on the websites of the particular transport companies and fare networks.

The use of the BLS online shop is subject to the current terms and conditions.

4. Registration / SwissPass / Print@home tickets (electronic tickets) and screen on mobile phones

A SwissPass customer account is required to purchase season tickets in the BLS online shop, and the SwissPass can be used as a storage device for purchasing (electronic) tickets. The customer account for the online shop is separate from the SwissPass customer account, although the login details (user and password) are the same for both. This means that existing SwissPass login details can be used to register at the BLS online shop.

Users of the BLS online shop can print the electronic ticket as a Print@home ticket on standard white paper (A4 format), display it on their mobile phone as a screen ticket or store it on their SwissPass, enabling ticket inspectors to check it. The prerequisites are specified in the tariffs (see Tariff 600).

5. Payment methods

In order to purchase season tickets or travelcards from the BLS online shop, the user must have a valid means of payment (Point 6). The user has the option of entering his payment details for a single payment or saving them for future payments. Customers' payment details are only saved with the payment service provider and not the BLS online shop or back-end systems of BLS LTD.

6. Payment procedure and billing

BLS LTD accepts the following payment methods:

- VISA credit cards
- Mastercard credit cards
- American Express credit cards
- PostFinance cards
- CembraPay
- Reka
- Half Fare Travelcard PLUS
- Voucher (Boncard)

The user must ensure that the payment method selected has an adequate limit for his purchases and that it has not been cancelled. The means of payment registered with the BLS online shop will be debited at the time of purchase of the season ticket/travelcard.

7. Browsers and mobile devices

The BLS online shop can be accessed with the browsers Chrome, Safari, Firefox and Internet Explorer.

For mobile use of the BLS online shop a compatible mobile phone (smartphone) is necessary. The BLS online shop can be used on Apple iOS (Version 8.0 and above) as well as Android devices (Version 4.3 and above). The user is responsible for ensuring that his mobile phone is protected against access by third parties and after purchasing a season ticket or travelcard from the BLS online shop is operational throughout the whole journey (including: device model/operating system; operational SIM card; device battery charged before the journey).

8. Mobile network charges

Depending on your particular contract, there could be charges involved for the data transfer when using the BLS online shop on mobile devices. The amount of these charges depends on the contract between the device user and service provider. Any charges will be billed to the user directly by the service provider.

9. Availability of the BLS online shop

BLS LTD is authorised to remove the BLS online shop from the market at any time. Over and above this, BLS LTD reserves the right, in justified cases (e.g. misuse), to block the BLS online shop to specific users.

10. Liability

BLS LTD can amend the information given in the BLS online shop at any time. In particular, the user is responsible for ensuring that his mobile phone and browser are protected against access by unauthorised persons. Any liability of BLS LTD in relation to the content, functionality and use of the BLS online shop, including liability for malware, as long as legally permissible, is excluded. If the operation of the BLS online shop or parts thereof and therefore the purchase of season tickets or travelcards is not possible or limited for technical reasons, BLS LTD cannot accept any liability for any resulting losses.

11. Data protection regulations

In handling personal data, BLS Ltd complies with European and Swiss data protection provisions; in addition, attention is explicitly drawn to Clause 9 (Instructions for the handling of personal and customer data) of the T600 General Passenger Tariff of the Swiss Public Transport Companies. www.bls.ch/Datenschutz.

12. Data collection and intended uses

BLS Ltd records and processes personal data only to the extent required for the use, operation and support of the BLS online shop and the purchase of season tickets or tickets via the BLS online shop. Data is shared with BLS Ltd's service providers (billing providers) and payment-method providers (only for billing purposes) where required for the operation of the BLS online shop. No data are shared with additional third-party companies. BLS Ltd and its service providers use appropriate security systems to protect data against foreseeable risks. Furthermore, personal data in anonymised form as well as statistical data (e.g. sales, number of journeys undertaken) are used by BLS Ltd for the purposes of further developing and improving the BLS online shop. The season tickets or tickets purchased via the BLS online shop are registered with BLS Ltd for billing purposes.

By using the BLS online shop, the user agrees to the data being processed in this way.

13. Personal data

The data of a SwissPass customer account (surname, first name, date of birth and e-mail address) will be saved as part of the SwissPass customer account as well as the BLS online shop login. The user can request the deletion of his personal data for the BLS online shop if he decides he no longer wants to use it. However, the Swiss Pass customer account will remain active.

B PRICING TERMS AND CONDITIONS

14. Season tickets and travelcards

14.1 Types of season ticket and travelcard

Based on the valid tariffs (Clause 14.3.1 below), both season tickets (point-to-point travelcards; modular travelcards; annual/monthly regional travelcards) and (electronic) tickets for direct transport (DV) and regional fare networks in Switzerland can be purchased. The conditions of the respective tariffs apply.

The purchase of tickets at group rates is not possible.

14.2 Season tickets and travelcard prices

The season ticket and travelcard price is based on current tariffs for Direct Transport or fare network season tickets or travelcards and the choice between first and second class, with or without a Half-Fare travelcard.

Before purchasing, the BLS online shop will inform the user of the purchase price of the season tickets or travelcards requested.

14.3 Validity

14.3.1 Tariff

The following tariffs apply:

- [Tariff 600 General Passenger Tariff](#)
- [Tariff 657 Modular travelcards](#)
- [Tariff 650 Point-to-point travelcards](#)
- [Tariffs of the respective fare networks](#)

14.3.2 Purchasing season tickets or travelcards before travelling

Users must purchase their season ticket or ticket at the latest before boarding the vehicle. Season tickets or tickets purchased via the BLS online shop after boarding the vehicle are invalid. The purchase process must be fully completed before boarding. It is complete as soon as the season ticket or ticket is available in the BLS online shop under "My orders" on the SwissPass or as an e-ticket on the mobile phone, or can be presented to ticket inspectors in print form (on white paper, A4 portrait format) in accordance with the provisions of the valid tariffs. Users are obligated to make sure the season ticket or ticket is available and that the device (mobile phone, tablet or computer) used for the purchase is functioning properly before they board the vehicle.

14.3.3 Period of validity

The purchased season ticket or ticket is valid for the period defined when the ticket was purchased. When purchasing fare network tickets, additional time restrictions in accordance with the specific tariffs must be observed (e.g. a validity of 30 or 60 minutes). It is not possible to subsequently change, refund or exchange purchased season tickets or tickets. The earliest time at which tickets can be purchased in the BLS online shop is 30 days before the journey; shorter advance purchase periods may apply when purchasing season tickets or tickets for the fare networks.

14.4 Inspection of season tickets and travelcards

During ticket and season ticket inspections and upon being prompted by the ticket inspector, users must present their season ticket or ticket on the SwissPass, as a screen on their mobile phone or printed on white paper in A4 portrait format. Electronic tickets and season tickets are personal and non-transferable. As part of the ticket inspection and upon being prompted, users may be required to prove their identity by providing an official photo ID (passport or ID card). In case of electronic concession tickets, the corresponding travelcard (e.g. Half-Fare travelcard, GA travelcard) must be presented. If the ticket is stored on the SwissPass, the latter must be presented upon being prompted by the ticket inspector.

14.5 Partially valid and invalid travelcards/season tickets

Passengers will be deemed to be travelling with a partially valid ticket if they can produce a ticket which is valid yet deemed to be insufficient in any of the cases specified in the applicable tariffs. Passengers with a partially valid ticket must pay the reduced surcharge and the reduced fare flat-rate in accordance with the regulations governing the respectively applicable tariff (see Clause 14.3.1 above).

If users are unable to display the inspection element (SwissPass, mobile phone or the printout of an electronic ticket) or if the inspection element cannot be checked due to the mobile phone not being up to date or functional (no existing mobile phone contract, no functioning SIM card, no battery, etc.), or due to an illegible display, users will be treated as a passenger without a valid ticket. The treatment of passengers without a valid ticket is regulated under the respectively applicable tariff of the fare network or the VöV (Tariff 600). The latter tariff also applies in the event that no separate regulation is in place at fare network level.

14.6 Temporary SwissPass

If the first validity date of the season ticket or travelcard purchased is within 14 days of the completion of the purchase from the BLS online shop, the passenger can print out a Temporary SwissPass. The Temporary SwissPass does not enable use of partner services.

14.7 Misuse or counterfeiting

In the event of misuse or forgery, the regulations of the respectively applicable tariff (see Clause 14.3.1 above) apply. In such instances, BLS Ltd also reserves the right to block the offending customer from using the BLS online shop.

15. Amendments to tariffs and General Commercial Terms and Conditions (GCTC)

BLS LTD can amend the information given in the BLS online shop at any time. BLS LTD can amend these GCTC, or fare networks and Swiss transport companies can amend conditions of carriage and tariffs at any time. Amendments to these GCTC come into force if the user accepts them as part of a purchase made from the BLS online shop or in some other form. If the user does not accept them, then he cannot use the BLS online shop. Amendments to the conditions of carriage and tariffs come into force without requiring the consent of the user.

16. Applicable law and place of jurisdiction

In the absence of any other legal terms and conditions, the relationship between BLS LTD and the user is subject exclusively to Swiss Law. Exclusive place of jurisdiction, place of fulfilment as well as place of performance, the latter only for persons domiciled abroad, as long as mandatory standards do not provide any other ruling, shall be Bern.

17. Questions and support

In the event of any questions, technical faults or support required in the context of use of the BLS online shop, the user can contact the following address:

BLS LTD
Customer Service
Freiburgstrasse 130
3001 Bern
[Contact form](#)
Tel. 058 327 31 32 (open daily 07.00 – 19.00 hours)