General Terms and Conditions (GTCs) of BLS Ltd. for the purchase and use of tickets and travel passes for the Lötschberg car transport service (Kandersteg–Goppenstein), the Simplon car transport service (Brig–Iselle) and the seasonal direct car transport service between Kandersteg and Iselle

1. Area of application

These General Terms and Conditions govern the (online) purchase of tickets or travel passes and their use for the Lötschberg car transport service between Kandersteg and Goppenstein, the Simplon car transport service between Brig and Iselle, and the seasonal direct car transport service between Kandersteg and Iselle.

2. Contracting parties

The contract of carriage arising from the purchase of tickets or travel passes and the contract governing the use of the BLS online shop are concluded between customers and BLS Ltd. as the operator.

3. General provisions

These provisions form the basis for the use of the BLS online shop and for the purchase and use of tickets and travel passes.

The use of the car transport service is subject to all relevant BLS regulations, in particular, all on-site instructions and traffic signals, as well as the safety and loading instructions published on the website at bls.ch/autoverlad-hinweise.

4. Online shop and purchasing process

4.1. It is acknowledged that BLS cannot guarantee that every type of software and every operating system will be supported on customers' devices. BLS reserves the right to amend and/or adapt the online shop without prior notice. It also reserves the right to restrict or temporarily suspend the operating hours of the website, including the online shop.

4.2. To purchase a ticket or pass online, you may be required to register with the ticket shop beforehand.

4.3. Confirmation of the order constitutes a binding offer to purchase a ticket or pass. Customers are obliged to select the correct vehicle category and to provide all the information requested during the booking process fully and accurately.

4.4. Once the order has been completed and the payment details have been successfully verified, a confirmation e-mail will be sent. If you have purchased a standard ticket, it will be sent to you electronically.

5. User account for private customers

5.1. Customers have the option of creating a personal user account in our online shop. When customers are logged in with their profile, all online purchases are linked to the corresponding user account.

5.2. To access their online shop account, customers must log in using their personal SwissPass login details. The login process is subject to the terms and conditions of Alliance SwissPass.

5.3. Customers have the option of purchasing one Tunnel Pass (see clause 9 below) per user account.

6. User account for corporate customers

6.1. Companies have the option of creating a user account in the online shop. When customers are logged in with their profile, all online purchases are linked to the corresponding user account.

6.2. To access their customer profile in the online shop, customers must log in using their SwissPass details. The login process is subject to the terms and conditions of Alliance SwissPass.

6.3. Users can only manage and access their purchases and admission tickets by accessing the relevant user account. Corporate customers are therefore advised to create their user account using a non-personal business e-mail address (e.g. dispatch@company.ch).

6.4. To store and manage more than one Tunnel Pass (see section 9 below) in a single user account, a user must register as a corporate customer. The storage, management and purchase of multiple Tunnel Passes within a single user account are only possible once the corporate customer application has been successfully verified and approved.

6.5. BLS reviews every application for registration as a corporate customer. BLS reserves the right to reject applications in the event of discrepancies, incomplete information or reasonable suspicion of misuse.

7. Admission and transportation

7.1. Vehicles with tickets purchased at the ticket office, with online tickets validated at the payment point, and with a valid Jahrespass are entitled to admission and transportation via the car transport service.

7.2. The ticket or receipt must be issued for the correct vehicle category and must be available for presentation at any time at the relevant loading stations on departure and arrival.

7.3. If the ticket cannot be presented at the loading station, or if electronic verification is not possible due to circumstances for which the passenger is responsible, there shall be no entitlement to a refund or to transportation.

7.4. Vehicles with an online ticket or a Tunnel Pass should, where possible, use the lanes marked "Self-Service" at the payment point. These may only be used by motor vehicles with a maximum authorised mass (MAM) of up to 3.5 tonnes, motorhomes with a MAM of up to 5 tonnes, and vehicles without trailers.

8. Tickets

8.1 Standard tickets acquired are for one-time use with a vehicle of the relevant category on the selected route, in the specified direction and during the designated time period. The period of validity is stated on the ticket.

8.2. Purchasing a ticket merely entitles the holder to travel on the relevant route. A ticket does not entitle the holder to travel on a specific train or at a specific time, however, and is therefore not the same as a reservation.

8.3. Tickets are neither refundable nor exchangeable, unless a right to a refund is explicitly provided for.

8.4. If train reservations are required (only for seasonal direct services between Kandersteg and Iselle), these are sold together with the ticket. This requires registration in the online shop, so it is possible to cancel the relevant ticket online in the user account if the holder is unable to undertake the journey on the date of travel or
at the departure time stated on the ticket. Cancellation costs are calculated according to the date on which the cancellation was made. Unless otherwise stated, these are:
– 23–15 days before departure: 30% of the ticket price
– 14–8 days before departure: 50% of the ticket price
– 7–1 days before departure: 90% of the ticket price
– On the same day or if the trip is not taken: 100% of the ticket price. The reserved space is kept free for two-wheeled vehicles for up to 30 minutes, and for other vehicles for up to 10 minutes before the train departs. After that, bookings will lapse without any entitlement to a refund.

8.5. Tickets for lorries, coaches (with more than 9 seats) and motorhomes weighing over 5 tonnes can only be purchased at the car transport service ticket office.

8.6. Online tickets purchased in advance are transferable. However, BLS does not accept any liability for the validity of the ticket vis-à-vis the person to whom the ticket is transferred.

8.7. For the Iselle–Brig route, tickets are only sold or validated upon arrival in Brig.

9. Tunnel Pass

9.1 The Tunnel Pass is valid on the Lötschberg car transport service (Kandersteg–Goppenstein) and the Simplon car transport service (Brig–Iselle). It is not valid for the seasonal direct car transport service between Kandersteg and Iselle and cannot be used for purchases in the online shop.

9.2. The Tunnel Pass is a prepaid scheme for frequent travellers. Customers pay a top-up amount and receive a bonus amount as stated at the time of purchase.

9.3. The top-up amount and the associated bonus amount together form an active balance. The top-up amount is valid for ten years from the date of top-up. The bonus amount is valid for three years from the date of top-up.

9.4. A further top-up is not possible until the available balance falls below CHF 150. If a further top-up is carried out before the validity expires, the period of validity of all credit balances remaining at that time shall be extended in line with the new top-up (see clause 9.3 above).

9.5. When the Tunnel Pass is used, the system deducts the cost from the active balance using the top-up amount first, followed by the bonus amount. As soon as the active credit balance has been completely used up, any further top-up that may already have been carried out will automatically be added to the active credit balance. Here too, the top-up amount is applied first, followed by the bonus.

9.6. Unused bonus amounts lapse at the end of their three-year period of validity. Any unused top-up amounts remain unaffected and can continue to be used until the end of the period of validity. Cash payouts or refunds of top-up and bonus amounts are not permitted.

9.7. To purchase a Tunnel Pass, you must have a user account (see points 5 and 6 above) in the online shop. Once the online order has been placed, it can be collected from the manned kiosk at the loading station.

9.8. Top-ups can be carried out via the online shop or at the manned kiosk at the loading station. The Tunnel Pass must be presented at the relevant loading station. If passengers are unable to present their Tunnel Pass at the loading station, they are not entitled to a subsequent refund or credit for the ticket purchased.

9.9. For private customers, the Tunnel Pass may be shared with people who live in the same household as the holder of the associated SwissPass login.
For corporate customers, the sharing of Tunnel Passes within the applicant company is permitted.

9.10. The Tunnel Pass can be used for purchases relating to the following vehicle categories:

- Bicycles, motorbikes/trikes
- vehicles up to 3.5 tonnes and with a maximum of 9 seats
- Motorhomes up to 5 tonnes
- Trailers/caravans up to 3.5 tonnes

10. LKW Pass

10.1 The LKW Pass enables companies to use the car transport service at a reduced rate for all vehicle categories. Payment is made by invoice (post-paid).

10.2. Companies can apply for as many LKW Passes as they want for the vehicles they operate at bls.ch/lkwpass by completing the order form truthfully and in full. BLS reviews the applications and may reject them if there are any discrepancies.

10.3. The sharing of LKW Passes is permitted within the company making the application.

10.4. The terms and conditions for using the car transport service with the LKW Pass and the discount levels are published at bls.ch/lkwpass.

10.5. The LKW Pass is issued in the form of an access card and is valid indefinitely.

10.6. The LKW Pass must be presented at the relevant loading station. If customers are unable to present the LKW Pass at the loading station, they are not entitled to a subsequent refund or credit for the ticket purchased.

10.7. Customers who do not have a sufficient credit rating may be excluded from using the LKW Pass. If a customer falls into arrears when purchasing on account and no payment has been received within the specified period even after two reminders, BLS Ltd. is entitled to suspend the LKW Pass, withdraw customer benefits from customers, or exclude customers, including all affected vehicles and number plates, from transportation entirely until all outstanding claims have been settled.

11. Lötschberg Jahrespass

11.1 The Lötschberg Jahrespass is issued for the category "Vehicles up to 3.5 tonnes without a trailer" and is restricted to one vehicle or one number plate; it is not transferable to other vehicles or number plates. It entitles the holder to an unlimited number of non-commercial journeys on the Lötschberg car transport service between Kandersteg and Goppenstein.

11.2. Customers can order the Lötschberg Jahrespass at bls.ch/jahrespass by completing the order form truthfully and in full. BLS reviews the applications and may reject them if there are any discrepancies. A copy of the vehicle registration certificate must always be enclosed with the order.

11.3. The Lötschberg Jahrespass can only be purchased for vehicles owned by a natural person.

11.4. Payment is by invoice sent to the vehicle owner(s). The Lötschberg Jahrespass will only be issued and dispatched in the form of an access card once full payment has been received.

11.6 The Jahrespass must be presented at the relevant loading station. If passengers are unable to present their Jahrespass at the loading station, they are not entitled to travel. If customers purchase a ticket in such a case, they are not entitled to a subsequent refund of the ticket.

11.7 The Jahrespass is valid for one year and expires automatically at the end of its final day of validity.

11.8 Early termination during the year and any entitlement to a refund are excluded.

12. Data protection

BLS Ltd. complies with the provisions of the relevant data protection legislation when handling personal data. All information regarding data protection at BLS can be found in our Data Privacy Statement, available at bls.ch/datenschutz.

13. Liability, replacement and misuse

13.1 To the extent permitted by law, BLS accepts no liability for any damage, including consequential damage of any kind, arising from the purchase and use of travel tickets, the website (including the online shop) and tickets purchased online. This is without prejudice to claims for damages caused by wilful misconduct or gross negligence.

13.2. The customer is liable for the use of the services in respect of all access cards issued (Tunnel Pass, LKW Pass, Jahrespass). If the Tunnel Pass is lost, it must be blocked immediately via your user account. LKW Passes and Jahrespasses must be deactivated via customer services.

13.3. If an access card (Tunnel Pass, LKW Pass, Jahrespass) is lost or damaged, it can be replaced for a charge.

13.4. If a ticket, Tunnel Pass, LKW Pass, Jahrespass or user account is misused (e.g. incorrect vehicle category entered or unauthorised transfer of the Tunnel Pass), BLS is entitled to block the means of access. The user will be excluded from transportation in accordance with Article 59(1)(c) of the Ordinance on Passenger Transport (VPB). BLS may also exclude the individuals involved, the vehicles used and the number plates from the transportation.

13.5. Any alteration, counterfeiting or subsequent tampering with tickets or travel documents (passes) is expressly prohibited. Similarly, the commercial trading of tickets, travel documents and travel credits (passes) is strictly prohibited. Customers who breach this provision, as well as the vehicles involved, may be barred from using the car transport service.

13.6. If a passenger boards the car transport service without a valid ticket or having provided false information (e.g. regarding the vehicle category), or in the event of violations or misuse of any kind, BLS expressly reserves the right to take further legal action.

14. Final provisions

14.1 Prices and fares for tickets and travel passes are published at bls.ch/autoverlad-tickets. BLS reserves the right to change the prices and fares for tickets and passes, as well as these terms and conditions, at any time.

14.2 Should one or more of these provisions be or become void or invalid, this shall not affect the validity of the remaining provisions. In this case, BLS shall replace the void or ineffective provisions with economically equivalent, lawful provisions as soon as it becomes aware of them.

15. Applicable law and place of jurisdiction

15.1 These provisions shall be governed exclusively by Swiss law.

15.2 The courts at the registered office of BLS Ltd. in Bern shall have exclusive jurisdiction over any disputes.