

# General Terms and Conditions of BLS Ltd for the purchase and use of online tickets for Lötschberg Car Transport (Kandersteg – Goppenstein).

## 1. Scope of application

These General Terms and Conditions govern the online purchase and use of tickets purchased in this manner (referred to hereinafter as Ticket) for the Lötschberg Car Transport service from Kandersteg to Goppenstein or from Goppenstein to Kandersteg.

## 2. General provisions

The provisions form the basis for using the Ticket Shop and purchasing a Ticket on the website [bls.ch/autoverlad](https://bls.ch/autoverlad) (hereinafter referred to as Website).

- 2.1 All relevant BLS regulations apply to the use of the Lötschberg Car Transport service. In particular, the safety and loading instructions and the information on liability insurance published on the Website must be read and complied with.

## 3. Visiting the Website and using the Ticket Shop

- 3.1 The customer uses their hardware and software to visit the Website and to purchase a Ticket at their own risk and expense.
- 3.2 The customer acknowledges that BLS cannot provide any guarantee to them that all types of computer or smartphone software and every operating system is supported. BLS reserves the right to make changes and/or adjustments to the relevant Website incl. the Ticket Shop without prior notice. It also reserves the right to limit or temporarily suspend Website operating times incl. the Ticket Shop.
- 3.3 Purchasing a Ticket online requires prior registration in the Ticket Shop. The customer is solely responsible for taking all reasonable measures to keep their password secret and to prevent unauthorised use or misuse – especially in relation to the means of payment used.
- 3.4 By confirming the order, the customer is making a binding offer to purchase a Ticket. The customer undertakes to accurately provide all necessary details during the order process.
- 3.5 Once the order has been completed and the payment details have been successfully verified, the customer shall receive a confirmation email with the Ticket attached in the form of a PDF file.
- 3.6 The customer then has the option of either printing the Ticket out or displaying it on their smartphone before presenting it at the relevant car transport station or having it checked electronically.
- 3.7 If the Ticket is printed out, it must be done on unused white A4 paper (at least 80 g) and in full-size portrait format (non-scaled).
- 3.8 In addition to the QR code, the customer's first name and surname, the route and the date of validity, as well as the loading and safety instructions, must be clearly legible on the printed out Ticket or on the smartphone. Otherwise, BLS shall be entitled to reject the Ticket in question. The customer acknowledges that it is within their own area of responsibility to ensure that they have all the necessary technical equipment required for receiving and printing out the Ticket or for displaying the Ticket on a Smartphone. Should the customer fail to do so, it shall be at their own risk.

## 4. Tickets

- 4.1 Tickets can only be purchased online for the category of vehicles up to a total weight of 3.5 t and with a maximum of 9 seats. In the event that this restriction is not complied with, there is neither an option to upgrade the Ticket to another category nor will the customer be entitled to a refund for the Ticket.
- 4.2 Tickets must either be presented at the relevant car transport station in printed form or by displaying it on a smartphone. They may also be checked electronically. If the customer prints out their Ticket in advance, they shall be obliged to keep the Ticket in a safe place after printing it out. When used, it may not have any damage, contamination or any other kinds of limitation, in particular where the QR code is concerned, which impede the electronic check or make it impossible. If the customer is unable to present their Ticket at the relevant car transport station either in printed form or by displaying it on a smartphone, or in the event that no electronic check is possible due to the aforementioned reasons or other circumstances for which the customer is responsible, they shall neither be entitled to a refund for their Ticket nor shall they be entitled to travel on the boat.
- 4.3 A Ticket purchased online is only valid for the route specified on the Ticket (Kandersteg–Goppenstein or in the opposite direction). Only single Tickets can be purchased. Return Tickets cannot be purchased online.
- 4.4 By purchasing a Ticket online, the customer only acquires the right to travel on the route in question. However, a Ticket does not give the customer the right to travel on a particular train or at a particular time, and it therefore does not constitute a reservation.

- 4.5 A Ticket that has been purchased online is valid for one year (special offers excluded) from the time it is sent electronically to the customer. The applicable validity period is specified on the Ticket.
- 4.6 Tickets purchased online can be transferred freely within the validity period. However, BLS cannot accept any liability for the validity of the Ticket of anyone to whom such a Ticket is transferred.
- 4.7 BLS shall be entitled to refuse to allow any person to travel if there are several copies of the Ticket purchased online in circulation and the holder had previously been permitted to travel. The holder shall not be entitled to a refund. The customer therefore creates or brings into circulation several copies of a Ticket purchased online at their own risk.
- 4.8 Any change, imitation or subsequent editing of Tickets is expressly prohibited. Furthermore, it is strictly prohibited to commercially trade in the Tickets purchased online. Any customers who violate the above provision can be excluded from purchasing Tickets online. In such an event, BLS reserves the right to take further legal action.
- 4.9 As far as the selection of travel dates is concerned, there are two different types of Ticket:
- Valid from Monday to Thursday (type 1)
  - Valid from Friday to Sunday and on public holidays as specified in the official timetable (type 2)
- It is possible to upgrade a type 1 Ticket purchased online to a type 2 Ticket entitling the holder to travel on the travel dates associated with a type 2 Ticket for a surcharge payable at the counter of the relevant car transport station.
- A type 2 Ticket purchased online also entitles the holder to travel on the travel dates associated with type 1 Tickets. However, in this case the customer shall not be entitled to a refund for the applicable price difference.
- 4.10 Tickets purchased online are non-refundable and non-exchangeable.
- 4.11 Tickets purchased online are not valid in conjunction with a points card.

## 5. Data protection

- 5.1 BLS undertakes to strictly adhere to the data protection legislation applicable to the data submitted by the customer during the registration process in the Ticket Shop and while purchasing a Ticket online. In particular, the relevant data is only used legally and for the intended purpose as well as being treated in the strictest confidence.
- 5.2 When first registering in the Ticket Shop, the customer may give their consent for the data submitted to be used for sending Newsletters, special offers and similar information by BLS to them.

## 6. Liability

To the extent permitted by law, BLS is completely excluded from any liability for damages including consequential damages of any type which arise from the use of its Website incl. the Ticket Shop and the Tickets purchased online.

## 7. Final provisions

- 7.1 BLS reserves the right to amend at any time the prices and charges applicable to these General Terms and Conditions.
- 7.2 If one or more provisions of this Agreement is or becomes invalid or unenforceable, this shall not affect the binding nature of the remaining provisions. In such a case, BLS shall replace the invalid or unenforceable provisions with legal provisions which have the equivalent economic purpose of the original provisions as soon as they become aware of the invalid provisions.

## 8. Applicable law and place of jurisdiction

- 8.1 Swiss law shall apply exclusively to these General Terms and Conditions.
- 8.2 The courts at the registered office of BLS in Berne shall have exclusive jurisdiction over any disputes.

AGB Online Ticket Endkunde Kandersteg–Goppenstein, PMKW 11.2016