

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

## 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 Car Transport service from Kandersteg to Iselle or from Iselle 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). All relevant BLS regulations apply to the use of the 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 (a registered trademark of DENSO WAVE INCORPORATED), the customer's first name and surname, the train number, the vehicle category, the travel date, the train departure time, the route, 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 be purchased online for the following categories:
  - Motor vehicle weighing up to 3.5t and with max. nine seats
  - Motor vehicle weighing up to 3.5t and with max. nine seats, with a luggage trailer weighing up to max. 0.75t
  - Motor vehicle weighing up to 3.5t and with max. nine seats, with a trailer/caravan weighing up to max. 3.5 t
  - Motor home up to 5t total weight
  - Minibus with 10 to 19 seats
  - Minibus with 10 to 19 seats, with a luggage trailer weighing up to max. 0.75t
  - Minibus with 10 to 19 seats, with a trailer/caravan weighing up to max. 3.5 t
  - Motorcycle over 50 cm<sup>3</sup>, with/without a sidecar
  - Trike
  - Bicycle, moped, motor scooter up to 50 cm<sup>3</sup>

In the event that this is not complied with, there is neither an option to upgrade the Ticket to another category nor will the customer – without prejudice to section 5 hereof – 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.

- 4.3 Tickets purchased online are only valid for the travel date, the departure time, the vehicle category and the relevant route (Kandersteg–Iselle or in the opposite direction) which are specified on the Ticket. Only single Tickets can be purchased. Return Tickets cannot be purchased online.
- 4.4 By purchasing a Ticket online, the customer reserves a space in the selected vehicle category on a particular day, for a specific train and at a certain time. The Ticket purchased online is only valid on this reserved car train (date, departure time). The reserved space is kept clear up to 30 minutes before the train departs in the case of two-wheelers and for up to 10 minutes before departure in the case of all other categories. The space will then be made available to another vehicle without any entitlement to a refund for the Ticket.
- 4.5 Tickets purchased online can be transferred freely. However, BLS cannot accept any liability for the validity of the Ticket of anyone to whom such a Ticket is transferred.
- 4.6 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 such a Ticket has already been validated or the holder has already claimed the reserved space. 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.
- 4.7 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.
- 4.8 Tickets purchased online cannot – without prejudice to section 5 hereof – be exchanged.
- 4.9 Tickets purchased online are not valid in conjunction with a points card.

## 5. Cancelling a reservation

If the Ticket holder is unable to travel on the travel date or at the departure time specified on the Ticket, they have the option of cancelling the Ticket in question online or at any BLS Travel Centre (quoting the reference number).

The date on which the cancellation is made is the decisive factor where the calculation of cancellation costs is concerned: the percentages specified below define the Ticket costs to be borne by the customer:

- 15 to 23 days before departure: 30% of Ticket costs
- 8 to 14 days before departure: 50% of Ticket costs
- 1 to 7 days before departure: 90% of Ticket costs
- No-show on the day of the journey: 100% of Ticket costs

## 6. Data protection

- 6.1 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 with the strictest of confidence.
- 6.2 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.

## 7. 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.

## 8. Final provisions

- 8.1 BLS reserves the right to amend at any time the prices and charges applicable to the Ticket and these GTC.
- 8.2 If one or more provisions of these GTC are or become 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.

## 9. Applicable law and place of jurisdiction

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

AGB Online Ticket Endkunde Kandersteg–Iselle, PMKW 11.2016