

General terms and conditions for charter cruises

1. Object and applicability

- 1.1 These general terms and conditions govern the legal relationship between you and BLS Ltd, Navigation (hereinafter referred to as BLS) for charter cruises.
- 1.2 You are solely liable vis-à-vis BLS for remuneration and for any damage that occurs during the rental period. You are obliged to assign the contractually assumed obligations to the passengers on board the boat during the rental period.
- 1.3 In the case of third-party services, BLS shall be regarded as an intermediary and not a contracting party. You conclude the contract directly with this company. Its general terms and conditions shall apply.

2. Quotes

- 2.1 Quotes for charter cruises are non-binding for timetable-related reasons. Scheduled operations shall take priority. The right to make changes to the route or timetable is expressly reserved. The quoted services are reserved for you for a limited period without obligation. The time limit is explicitly stated in the quote.
- 2.2 The first three quotes are free of charge, while CHF 250 may be charged for further quotes. You will be credited this amount should you make a definitive booking.

3. Conclusion of contract

- 3.1 The necessary reservations and orders shall be made following the receipt of your timely order. BLS will then send you a corresponding order confirmation.
- 3.2 Upon receipt of your signed confirmation, a corresponding contract shall come into effect between you and BLS. Should BLS not receive your confirmation within 14 days of receipt of the order confirmation, the reservations made or resources planned shall be released.

4. Services

- 4.1 BLS undertakes to perform the agreed services – subject to paragraph 10 below – in accordance with the contract.

5. Catering services

- 5.1 All catering services shall be procured from Schiffcatering Thunersee and Schiffcatering Brienersee.

Schiffcatering Thunersee

Tel. +41 58 327 48 34
info@schiffcatering-thunersee.ch
www.schiffcatering-thunersee.ch

Schiffcatering Brienersee

Tel. +41 58 327 48 34
info@schiffcatering-brienersee.ch
www.schiffcatering-brienersee.ch

- 5.2 As an exception to this rule, you can choose your own catering service on the MS Oberhofen (Lake Thun) and MS Iseltwald (Lake Brienz) boats. However, the following conditions are to be observed.
- 5.3 Glassware and utensils will not be provided and must be supplied by the customer.
- 5.4 The buffet and kitchen facilities (refrigerators, coffee machines, drinking water supplies, etc.) are the property of the boat caterers and may not be used.
- 5.5 The boat is to be returned to BLS in the same condition as when it was handed over. All goods, bottles, glassware or other waste in particular must be removed from the boat. Any outstanding cleaning and clearing up by BLS will be invoiced separately.
- 5.6 If a customer does not opt for the catering services on the MS Oberhofen (Lake Thun) or MS Iseltwald (Lake Brienz) boats with their rental, BLS reserves the right to invoice any additional preparation time before and after the journey resulting from this at the official rate for out-of-service times according to the price list valid at the time. This will compensate for the extended presence of the crew required for operational reasons during the customer's set-up or cleaning work in conjunction with the customer-provided catering.

6. Sound Levels and Laser Ordinance (SLO)

- 6.1 The Ordinance of 28 February 2007 on the Protection of Audiences from Exposure to Hazardous Sound Levels and Laser Beams (SLO; SR 814.49) must be adhered to.
- 6.2 Upon leaving and returning to the harbour, the music volume may be increased when the boat is around 200 m away from the shore. The music is likewise to be lowered on the open deck and turned off on the sun deck when returning to shore.
- 6.3 Music systems/loudspeakers may not be placed near doorways, but rather in the front section of the boat. Doors and windows are to be kept closed.
- 6.4 Notices regarding the SLO are to be displayed on board and ear protection provided.
- 6.5 The sound level of the music must be recorded and submitted to the authorities on request, even in the case of events lasting under three hours
- 6.6 For events – especially those ending at stations or the wharf –, you are responsible for ensuring people leave the boat in a quiet and orderly manner. For larger events, and if the event ends after midnight (after 12 a.m.), you must provide security personnel if the circumstances warrant this. Any relevant details between you and BLS will be governed in a separate agreement.
- 6.7 By law, the event must end at 1 a.m. at the latest. No guests may remain on board the boat or in the wharf area after this time.

Type of music	Location	Time from/to	* decibels	Decibels for the open
Canned music/DJ/live	only on lake	8 a.m. - 1 a.m.	100	85
Canned music/DJ/live	Entering dock/wharf	10 p.m. - 1 a.m.	90	no music

- 6.8 Cleaning and clearing up must be carried out immediately after the event and with care, avoiding any excessive noise.
- 6.9 Arrangements and agreements for catering on board and special permissions are to be made directly between you and the catering partners or responsible authorities.
- 6.10 Approval is to be sought from BLS for dance events on the open deck. Vibrations can affect the safety of the boat and can strain the material.

7. Prices

- 7.1 Charter boats are exclusively subject to the specified package prices. The group rate offered by Swiss transport companies cannot be applied.
- 7.2 The prices are in Swiss francs (CHF) inclusive of value added tax.
- 7.3 The right to change prices due to changes to services is reserved.
- 7.4 Should the boat be required earlier than the contracted time for the removal or rearrangement of furniture, the «out-of-service» tariff prices will be charged

8. Settlement

- 8.1 A deposit of at least 30% of the package price owed according to paragraph 7.1 above must be paid upon conclusion of the contract. The specific amount of the deposit depends on the amount of organisation involved.
- 8.2 After the rental period or after the event, we shall invoice you for all the services provided and arranged by BLS. The deposit you paid will be deducted from this amount.
- 8.3 You are obliged to settle the remuneration owed within 30 days of receiving the invoice.

9. Cancellations and amendments on your part

9.1 If you decide you do not want the service after conclusion of the contract, BLS will charge the following cancellation costs:

Up to 60 days before the event	CHF 100.–
59 to 30 days before the event	10%*
29 to 15 days before the event	25%*
14 to 8 days before the event	50%*
7 to 1 days before the event	80%*
Within 24 hours before the event	100%*

* of the agreed package price per order according to paragraph 7.1 above/subject to a minimum of CHF 500.–.

9.2 Any calculations relating to cancellation periods or rebookings shall be based on when written notification arrived (letter, e-mail) at BLS. The relevant date here is the date of receipt.

9.3 Should you wish to make changes to the confirmed services after the contract has been concluded, we would also charge expenses at an hourly rate of CHF 125. In any case, there is a minimum processing fee of at least CHF 125 per amendment.

9.4 Any claims made by third parties are not included in the cancellation and are therefore still owed. This also applies to claims made by BLS's subsidiary companies (BLS Netz AG, BLS Cargo AG, etc.)

10. Programme change and non-execution

10.1 In the event of force majeure, official measures or strikes, BLS shall be entitled to reject or cancel the charter trip, change the route or organise replacement transport. We will inform you of this as soon as possible.

10.2 This also applies if you give occasion for this through your actions or omissions.

10.3 In the event of non-execution, BLS shall pay back to you the deposit you made – except for the cases outlined in paragraph 10.2 above. In the event of a cancellation – again except for the cases outlined in paragraph 10.2 above – any difference will be refunded. Any further claims on your part shall be excluded. This also applies in the case of necessary route changes. Any claims by third parties remain reserved.

10.4 Should boats not be available due to technical or operational reasons, we reserve the right to provide vehicles as equal as possible to those ordered.

10.5 Should you not accept a change of boat in accordance with paragraph 10.4 above, you may withdraw from the contract without incurring any costs. The deposit amount will be paid back, less any damages..

11. Boat trip

11.1 Your boat will generally be available to you 10 minutes before the departure time. Should this time overlap with the arrival or departure of a public boat, this vessel will have priority and your special cruise will be correspondingly delayed without grounds for compensation.

12. Safety/obligation to exercise due care

12.1 The captain/skipper shall exercise authority on board. All persons (crew, other staff members and passengers) shall report to him. His instructions are always to be obeyed.

12.2 Smoking is only permitted in the outdoor areas – it is strictly prohibited indoors.

12.3 Decorations may be made only of non-combustible materials (fire-protection class 5.2). The installation of mounting materials on walls and ceilings is prohibited.

12.4 Candles/torches with an open flame, fuel (spirit, benzene, petrol, gas, coal, etc.) and fireworks may not be brought on board.

12.5 Helium cylinders to inflate balloons may be used only on open decks. The cylinder must comply with the safety-related requirements and must be securely fastened to the boat.

13. Complaints

13.1 Should the charter trip not correspond to the contractual agreement – subject to paragraph 10 above –, you are obliged to complain to the captain of these shortcomings without delay and request remedial action free of charge.

13.2 Should remedial action be impossible or insufficient, please obtain written confirmation from the tour guide or captain concerning the shortcomings that have been raised or the insufficient remedial action. However, they are not authorised to acknowledge any claim for damages.

13.3 Any claims for damages and the confirmation of the captain are to be submitted to BLS by registered letter 30 days after the agreed termination of the charter trip at the latest.

13.4 Should these conditions in accordance with paragraphs 13.1 to 13.3 above not be adhered to, any claims for damages shall be forfeited.

13.5 The use of another boat, delays and absolutely necessary route changes as well as any other cases referred to in paragraph 10.1 above shall not be considered shortcomings within the meaning of the above. Claims for damages on your part are excluded in this case.

14. Liability

14.1 Under the statutory provisions, BLS is liable for damage in connection with its operations. Any further liability is excluded.

14.2 BLS shall only be liable for damage you suffer if BLS is grossly at fault. The liability is limited to immediate damage and to a maximum of 30% of the stipulated package price for the charter cruise in accordance with paragraph 7.1 above.

14.3 You are liable vis-à-vis BLS for all damage to the vessel and fittings caused during the rental period.

15. Applicable law and place of jurisdiction

15.1 Swiss law is applicable. The exclusive place of jurisdiction is Bern