

# Terms and conditions

## Lake Lucerne Navigation Company (SGV) AG

Concerning tickets for regular cruises, specially themed cruises and gift vouchers

### 1 Introduction

#### 1.1 General note

The following terms and conditions govern the legal relationship between the Lake Lucerne Navigation Company (in German: Schiffahrtsgesellschaft des Vierwaldstättersees SGV AG) and its customers. By placing a booking with us, the customer officially agrees to these terms and conditions. Our T&Cs are automatically also part of any signed contract.

#### 1.2 Regular cruises

Unless no special mention is made, all public, timetabled cruises are regulated by Swiss federal law and the rules applying to all Swiss transportation companies regarding the transportation of passengers are in effect, as specified by article 16 of Swiss federal law (SR 745.1.). -> <https://www.ch-direct.org/de/Themen/TarifeVorschriften>

#### 1.3 Online bookings for regular cruises or specially themed cruises

By ticking the online check box "I have read and accepted the terms and conditions" every customer formally confirms their knowledge and acceptance of our terms and conditions, thereby also confirming compliance with these terms and conditions.

#### 1.4 Gift vouchers of SGV AG

By ticking the online check box "I have read and accepted the terms and conditions" every customer formally confirms their knowledge and acceptance of our terms and conditions, thereby also confirming compliance with these terms and conditions.

## **2 Contract**

### 2.1 Contractual agreement by telephone, verbally or in writing

Your booking by phone, in writing or in person is considered as legally binding. The formal sales contract between you and us will be officially triggered by our unconditional acceptance of your booking. In case you place a booking for several people, you are also responsible for them.

## **3 Prices**

### 3.1 Regular cruises

The prices for our public, timetabled cruises are listed on our website: [www.lakelucerne.ch](http://www.lakelucerne.ch). All published prices are listed in Swiss Francs (CHF), including the mandatory value added tax (VAT). We reserve the right to make changes to our prices and make explicit exceptions for misprints in brochures or typos online.

### 3.2 Specially themed event cruises

The prices for our specially themed event cruises as well as the differing validity of normal tickets or travel passes on those cruises are listed in our printed brochures and on our website: [www.lakelucerne.ch](http://www.lakelucerne.ch).

Please note that on most culinary evening cruises, normally only special tickets are valid. In these instances, even travelers with Swiss GA/AG cards or other kinds of travel passes or rover tickets must purchase a special ticket for these types of themed cruises. Please pay attention to our special notices regarding these cruises and follow our specific information on ticket validity. All published prices are listed in Swiss Francs (CHF), including the mandatory value added tax (VAT). We reserve the right to make changes to our prices and make explicit exceptions for misprints in brochures or typos online.

## **4 Validity**

### 4.1 Regular cruises

Tickets for our regular, timetabled cruises are valid on the specific route that is printed on the ticket. Single (one-way) tickets are valid only for 1 day, group tickets

for 10 days. The tariff regulation 601 is in effect: <https://www.ch-direct.org/de/Themen/TarifeVorschriften/Tarif>. Monthly passes or annual passes are valid according to the printed dates on each pass.

#### 4.2 Specially themed event cruises

These tickets are only valid on the scheduled day of the event cruise, as printed on the actual ticket.

#### 4.3 Vouchers

Gift vouchers for individual cruises, catering services or combined package offers have an expiration date and this expiration date is printed on each voucher. 10 years after the expiration of a voucher, there is no basis for a refund or an exchange claim.

#### 4.4 Gift tickets

These tickets also have an expiration date and this expiration date is printed on each ticket 10 years after the expiration of a gift ticket, there is no basis for a refund or an exchange claim.

### **5 Payment**

5.1 Full payment is due at the time of contract signing, which in the case of ticket purchases is when the tickets are issued.

5.2 Paying by invoice is possible for any order of at least CHF 300.00 or more. Should you wish to pay by invoice for any amount smaller than CHF 300.00, an administrative surcharge of CHF 20.00 will apply.

5.3 Once a formal invoice has been issued, it is not possible to pay the invoiced amount using gift vouchers, Swiss Reka vouchers or a debit/credit card.

### **6 Travelers with a disability**

6.1 Every traveler requires a valid ticket!

6.2 On regular, timetabled cruises

The Swiss «Ausweiskarte für Reisende mit einer Behinderung» allows disabled passengers and one accompanying care person or a dog to travel free of charge.

All other documents are not valid for free travel.

Any disabled passenger requires the officially issued Swiss «Ausweiskarte» or a regular ticket, in order to travel on a timetabled cruise. The same applies to care assistants.

The care assistants are required to be available to the disabled persons during the cruise and to help during boarding and disembarking.

6.3 Specially themed event cruises

The rules and regulations for regular timetable cruises do not apply to specially themed event cruises. Guide dogs will be transported free of charge.

## **7 Transport of dogs and bicycles**

7.1 Regular, timetabled cruises

Dogs with a shoulder height of less than 30 cm may travel for free, as long as they are being carried in a proper, animal-friendly bag or case. All other dogs, require a ticket.

All bicycles require a ticket. There is no guarantee for the transport of bicycles.

For 5 or more bicycles, a reservation is required. Please call: +41 (0)41 367 67 67.

Regional or national bicycle promotions are not valid on SGV ships.

## 7.2 Themed event cruises

Dogs are not allowed on all specially themed event cruises. For more details, please refer to our website [www.lakelucerne.ch](http://www.lakelucerne.ch)

The exception are guide dogs, which are permitted, see 6.3.

## 8 Seat reservations

### 8.1 Regular, timetabled cruises

It is only possible to reserve seats in combination with a reservation for a meal or other culinary service. On steamboats a seat reservation is possible for 6 or more people, but only in First Class.

On cruises without catering, it is not possible to reserve seats.

### 8.2 Themed cruises

Seat allocations will be distributed in the order of reservations received. Special seating requests will be considered, but cannot be guaranteed. In case of a no show, the full ticket price will still be charged.

## 9 Refunds

### 9.1

A full refund will be issued in case of an accident or illness, upon the provision of official and original medical documentation. There is a CHF 20.00 admin fee, per refund request.

Poor or inclement weather is not a valid reason for a cruise cancellation or to obtain a refund.

### 9.2 Regular, timetabled cruises

There is no refund on special promotional offers or time-limited deals.

For tickets that have not been used, it is required to provide proof of non-usage. Simply because a ticket has not been manually punched or electronically scanned, does not constitute proof of non-usage.

An administrative fee of CHF 20.00 applies to all refund requests.

### 9.3 Themed cruises

The following refunds apply for timely cancellations or re-scheduled bookings:

- Until 7 days prior to the cruise: 100% refund, minus CHF 20.00 admin fee per booking.
- Until 3 days prior to the cruise: 50% refund, minus CHF 20.00 admin fee per booking.
- Less than 3 days before the cruise: no refund.
- No show: no refund.

A full refund will be issued in case of an accident or illness, upon the provision of official and original medical documentation. There is a CHF 20.00 admin fee, per refund request.

We only consider business days as suitable dates for cancellation notification. If the cancellation notice is given to us during a non-business holiday or over the weekend, we will consider the next ensuing business day as the official notification date for the cancellation.

### 9.4 Vouchers

Service vouchers and gift vouchers cannot be refunded.

Lost vouchers cannot be replaced or re-imbursed.

## **10 Program and price changes**

10.1 We reserve the right to make changes to our products and services. In case such a change applies to your booking, you will be notified about it at the time of booking.

In case a product or service change relates to a booking that you have already made, we will contact you to inform you about the changes. If at that point you would like

to cancel your booking, you may obtain a full refund without any administrative charges applied.

## **11 Cancellation of cruises**

11.1 In case of extreme circumstances (poor meteorological conditions, natural disasters, civil unrest, strikes, government measures, technical problems, etc.) it is possible that cruises can be rescheduled or cancelled.

11.2 In case bookings for specially themed event cruises do not reach the minimal number of participants required to run, they may also be cancelled.

11.3 If possible, an alternative service will be offered to you. In case you are not able to take advantage of these alternative options, a refund without administrative surcharge is possible.

## **12 Data protection**

The data which you provide as part of your booking will be registered and saved in accordance to Swiss data protection laws. If it is required to pass on some of your details to a sub-contracted service provider, in order to successfully fulfill the contractual services agreed with you, we have the right to do. By booking one of our products, you automatically agree to receive future information from us about upcoming events or special cruise offers. Naturally you can unsubscribe from our newsletter or mailing list, by calling us at +41 41 367 67 67 or by sending us an email at: [info\(at\)lakelucerne.ch](mailto:info@lakelucerne.ch).

Otherwise, please take the time to read our detailed data protection and confidentiality statement on our website: [www.lakelucerne.ch](http://www.lakelucerne.ch).

## **13 Complaints**

13.1 Should a cruise or event not meet the advertised specifications, you are required to report these shortcomings to the booking office or the crew aboard the ship.

13.2 Should you wish to file a complaint, you must do so within 30 days after the conclusion of the cruise or event. If you fail to do so within that 30-day period, you will lose all rights to a claim and to any kind of compensation. A complaint must be

filed in writing and feature documented proof of shortcomings or lack of services provided.

13.3 All written complaints must be sent to our main office at:

Schiffahrtsgesellschaft des Vierwaldstättersees (SGV) AG

Werftestrasse 5

Postfach

6002 Luzern

## **14 Applicable law and jurisdiction**

The legal relationship between you and the Lake Lucerne Navigation Company (Schiffahrtsgesellschaft des Vierwaldstättersees SGV AG) is subject to Swiss law only. Only Swiss law can be applied.

For any kind of claims or lawsuits against the Lake Lucerne Navigation Company (Schiffahrtsgesellschaft des Vierwaldstättersees SGV AG) the court in Luzern (Lucerne) is solely responsible. We have the right to file counter-suits against the customer in Luzern (Lucerne) or at their place of residence.

Misprints and typos are excepted.