

# General Terms and Conditions (GTC)

**General Terms and Conditions (GTC) with Consumer Information for the use of the online shop market place Schweizerische Südostbahn AG (SOB), which is used by WLS Dampfbahn Furka-Bergstrecke DFB, with Swiss Booking AG (SWB) as broker**

Version: 06<sup>th</sup> April 2022

## 1 Scope of Application

These General Terms and Conditions (GTC) govern the contractual relationship between you as a customer and the intermediary Swiss Booking AG (SWB) for all orders placed on the following online booking platforms and the associated apps:

- <https://www.dfb.ch/>
- Other URLs of SOB and any white label shops of Schweizerischen Südostbahn AG (SOB)

SWB reserves the right to amend these GTC at any time without prior notice. The version at the time of booking (application for conclusion of contract by the client) is authoritative. SWB is the intermediary for the products and services offered in the online shops and, with regard to the intermediation, your contractual partner with the following coordinates:

**Swiss Booking AG, Churerstrasse 54, 8808 Pfäffikon SZ**

E-mail: [office@swissbooking.ch](mailto:office@swissbooking.ch)

Tel. no.: +41 (0) 55 588 0238

## 2 SWB as intermediary with collection mandate

The customer books shopping basket items on the online booking platforms and the associated apps. SWB acts as an agent with a collection mandate for each of these items. SWB brokers services from various service providers. The contracting party of the customer and thus the responsible party for the fulfilment of the booked service is the respective obligated or booked supplier or service provider.

The offers can be put together as individual modules (for example train journey, accommodation, local event) to form a complete shopping basket tailored to the customer's needs. SWB is not liable for the correct performance of the individual service or delivery, unless it acts as supplier or service provider itself. Furthermore, SWB is not liable for the compilation of the shopping basket and for the coordination of the individual items with each other (in terms of time, location, etc.). The customer can only refer to the mediated contract and the applicable terms and conditions with the direct provider (for example railway company, hotel, etc.). The customer must inform himself/herself about the applicable terms and conditions of the direct provider. If the

customer's attention is drawn here or elsewhere on the online booking platforms to other contractual provisions, this is for information purposes only. SWB shall not be obligated in any way as a result.

## 3 SWB as a distribution partner of public transport services

### 3.1 Purchase of tickets and reservations

SWB acts as a distribution partner and sells tickets and reservations to customers in the course of public transport services.

### 3.2 Registered companies regarding public transport services as service providers

The service providers and contractual partners in relation to the customer are the registered companies that offer public transport services. SWB is therefore in no way liable for the performance of the service. In connection with the performance of the service, the General Terms and Conditions concerning public transport services apply. If the customer purchases tickets or reservations via SWB, he/she accepts the General Terms and Conditions concerning public transport services, which are shown in the following link.

<https://www.sbb.ch/en/help-and-contact/produkte-services/tickets/switzerland/general-terms-and-conditions.html>

### 3.3 Cancellation of public transport services

For the cancellation of public transport services, the tariff regulations of national public transport according to <https://www.allianceswisspass.ch/de/Themen/TarifeVorschriften> or the respective tariff regulations of the networks apply. In case of a cancellation booking, the customer must contact the service après-ventre (SAV) of the SWB. This is provided by DFB and can be contacted at [sekretariat@dfb.ch](mailto:sekretariat@dfb.ch).

## 4 SWB as an agent for package travel and package offers (shopping cart)

### 4.1 Booking of package travel and package offers (shopping cart)

If the customer books baskets of goods that fall under the current federal law on package travel, the customer will be informed during the booking that it is a package travel. Unless otherwise stated, this is a shopping cart which is not covered by the current federal law on package travel. The organizer of a package travel, but not SWB as a broker of package travel, shall ensure the refund of paid amounts and the return journey of the consumer in the event of insolvency.

## 4.2 Cancellation of package travel and package offers (shopping cart)

The following cancellation conditions apply to the cancellation of package travel and package offers, insofar as no deviating cancellation conditions are included in the contract with the organizer:

- up to 2 weeks before departure at the latest - no cancellation fee
- up to 1 week before departure - cancellation fee 40 % of the total price
- up to 48 hours before departure - cancellation fee 70 % of the total price
- less than 48 hours before departure - cancellation fee 100 % of the total price.

In the event of cancellation, the customer must contact SWB's service apre-ventre (SAV). This is provided by DFB and can be contacted at [sekretariat@dfb.ch](mailto:sekretariat@dfb.ch).

## 5 SWB as an intermediary for the individual services of other service providers

### 5.1 Booking of individual services of other service providers

If the customer books individual services from other service providers (e.g. mountain railway tickets, concert tickets, local events and other leisure services), SWB acts only as an agent for these services. The customer concludes his contract directly with the service provider. The service providers have their own General Terms and Conditions (GTC), which are listed in item 9 in the appendix. If these are not listed in point 9 in the appendix, the customer must ask the service provider directly.

### 5.2 Cancellation of individual services from other service providers

Cancellation of individual services of other service providers by the customer is not possible in the web shop itself. The cancellation conditions of the respective responsible service provider apply. In the event of a cancellation booking, the client or the service provider must contact SWB's service apre-ventre (SAV). This is provided by DFB and can be contacted at [sekretariat@dfb.ch](mailto:sekretariat@dfb.ch). The service providers and their general terms and conditions are listed in point 9 in the appendix. If the GTC are not listed or if the contract with the service provider does not contain any deviating cancellation conditions or if they are not evident from the GTC, the following cancellation conditions apply:

- up to 2 weeks before service provision at the latest - no cancellation fee
- up to 1 week before service provision - cancellation fee 40 % of the total price
- up to 48 hours before service provision - cancellation fee 70 % of total price
- less than 48 hours before service provision - cancellation fee 100 % of total price

## 6 General provisions

### 6.1 General terms of contract

By accessing and using the online booking platforms mentioned in point 1 and thus also by using them, the customer accepts the General Terms and Conditions of Contract (GTC).

In accordance with the GTC, SWB guarantees neither the stability nor the unrestricted availability of the online booking platforms. A liability claim by SWB for the consequences of interruptions in the booking process or the non-transmission of messages is therefore excluded. Special attention has been paid to the user-friendliness of the user interface. The customer is responsible for the correct operation of the website. The customer is responsible for the consequences of operating errors.

### 6.2 Conclusion of contract, advance payment, e-mail traffic

The online booking platforms are primarily intended for the European region (Switzerland, countries of the EEA). SWB does not guarantee accessibility to the platforms from outside this region. The offers published by SWB do not constitute a contractual offer.

If the customer orders the shopping cart on the online booking platforms, this shall constitute an application for the conclusion of contracts in accordance with the individual shopping basket items. The rejection of the application always concerns the entire shopping basket, even if only one individual order item is the trigger for this. If payment and services are available, SWB concludes the individual contracts between service providers or suppliers and the customer. This is done by SWB sending the customer an order confirmation by display on the website (success page) and by e-mail (acceptance of all shopping basket items) and definitively debiting the advance payment.

SWB's response to the customer's request shall be deemed to have been made as soon as the corresponding data is transmitted to the Internet on SWB's system. The time of receipt of the e-mail by the customer or the display of the success page on the customer's client is irrelevant. The customer is obliged to inquire with SWB as to the whereabouts of the reply. In addition, the current order status can also be called up in the customer's user account.

If orders are placed by customers from countries which are not listed in the payment process, SWB is not in a position to accept them, even if the automatic platform can be persuaded by the customer to react as described above. In this case, the contract with the supplier shall be deemed concluded - if at all - only upon delivery of the goods (mail-order items, accessories, etc.) or upon actual use of the service on the spot.

The transmission of e-mail messages via public networks is asymmetric and prone to interference, is unprotected and can be intercepted, read and changed by third parties. In addition to the content, the sender and recipient of the e-mail are also recognisable to third parties. This also applies to e-mails used in communication with SWB. SWB is authorised by the customer to send him e-mails. SWB shall not be liable in any way for damages incurred as a result of defective, disrupted or spied-out transmission of an e-mail. These provisions shall apply analogously to other unprotected forms of communication comparable in their mode of operation and risk situation which are used at present or in the future.

Messages sent to addresses specified by the customer or previously used successfully in dealings with SWB (namely e-mail addresses) shall be deemed to have been duly delivered. In the case of e-mails, the time of delivery shall be deemed to be the time of dispatch to SWB. In the case of postal traffic, it shall be assumed, unless proven otherwise, that letters with priority delivery have been delivered, even abroad, no later than four days after posting at a Swiss post office.

### 6.3 Price, terms of payment

The price to be paid by the customer results from the total price in Swiss francs (CHF) displayed in the shopping cart. Unless expressly stated otherwise, it includes taxes and duties, in particular the respective legally valid Swiss value-added tax. The total price depends on the individual design of the arrangement and may therefore differ from the indicative prices ("from EUR ...", details in foreign currencies). Prices are subject to change. The customer must ensure that the shopping basket displayed to him/her is still up-to-date. After initiating the ordering process, the customer is shown a summary of his request. The prices contained therein will be accepted by the system as unchangeable for 15 minutes, after which the customer must initiate the order process again at the shopping basket for his/her own safety.

Contracts in accordance with the individual shopping basket items are only concluded after automatic prepayment has been made in accordance with the configuration of the online platform. As long as SWB does not have a cover note, the customer's order will not be processed. The customer and SWB shall bear all fees arising from the payment processing themselves.

### 6.4 Delivery of vouchers / e-tickets and rechargeable data carriers

The order confirmation serves as proof of concluded contracts, but cannot be used as proof of entitlement to the service (voucher, ticket, e-ticket). A link on the order confirmation refers to the customer's user account where - depending on the product or service - the customer can download the necessary documents - for example the voucher - or load a data carrier.

Subscription authorisations, vouchers, eWallets (digital vouchers), tickets and e-Tickets must be printed out by the customer for their intended use ("print@home") and are not physically delivered. Copying, modifying or reproducing the entitlements is prohibited.

In any case, the customer is responsible for the protection of his entitlements (vouchers) against theft or unauthorised duplication. He/she must note that impersonal benefits are awarded to the first person to present the valid document. Subsequent proof that the person presenting the document is not identical with the purchaser / customer is irrelevant for SWB or the service providers arranged by SWB.

The documents printed out by the customer as a subscription authorisation are to be presented dry, not dirty, not damaged, not creased and in a legible condition. They may have a bar code, QR code or other comparable in function, currently in use or in the future, which can be checked electronically for verification purposes. The documents must not be folded in the area of the bar code.

## 6.5 General framework

SWB has no influence on the structural measures, emission sources, etc. in the vicinity of a described place of stay and accordingly cannot assume any guarantees. SWB also has no influence on the origin of any guests present, on the general service quality and the quality of the services, on the organisation and implementation of the announced events at the destination and on individual further options (insofar as these are not expressly part of the offer). In order to participate in individual events or to make use of various services, the customer must meet certain - e.g. physical - requirements. The customer must enquire about this with the service provider, and any liability on the part of SWB is expressly excluded in these cases.

## 6.6 Cancellation bookings

The provisions on rebookings and cancellations are governed by points 3.3, 4.2 and 5.2.

## 6.7 Processing fee

A processing fee of CHF 10,00 will be charged for each rebooking or cancellation.

# 7 Purchase of vouchers

## 7.1 General value vouchers

The customer has the option to purchase general value vouchers. With the purchase of general value vouchers, the holder is entitled to redeem the voucher individually on the respective online booking platforms for which the vouchers were issued. The voucher conditions can be found in the product description of the value voucher. The voucher conditions are deemed to be accepted by the customer upon purchase of the voucher.

## 7.2 Product and performance-related vouchers

The customer has the possibility to purchase product- or service-related vouchers if corresponding offers are available. With the purchase of these vouchers, the holder is entitled to redeem them for certain products or services. These redeemable products or services as well as the voucher conditions can be found in the product description of the voucher. The voucher conditions are deemed to be accepted by the customer upon purchase of the voucher.

## 7.3 Special value vouchers

The customer has the option to purchase special value vouchers when offers are available. These vouchers offer the customer additional benefits through special offers that can be claimed when the voucher is redeemed. With the purchase of special value vouchers, the holder is entitled to redeem the vouchers for certain products or services at individual conditions that are advantageous for the customer. These individual and the general voucher conditions can be found in the product description of the voucher. They are deemed to be accepted by the customer upon purchase of the voucher. Special value vouchers cannot be combined with other promotions.

The purchase of special value vouchers by companies and resellers is prohibited, the offer is therefore exclusively valid for end consumers.

## 8 Special provisions

### 8.1 Liability

SWB is not liable for damages in connection with excursions or events that the customer books himself during the performance of the service "on site". This also applies if the corresponding documents are available in a facility attributable to SWB or are described on the website.

### 8.2 Applicable law and place of jurisdiction

The applicable law and the place of jurisdiction shall be governed by the GTC of the individual suppliers as contractual partners of the customers.

### 8.3 Severability clause

Should individual or several provisions of these General Terms and Conditions be or become invalid or inadmissible in whole or in part, this shall not entail the invalidity of the entire contract.

The invalid or inadmissible provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid or inadmissible provision.

## 9 Annex: List of service providers

### 9.1 General information

The contract for the performance of the service is concluded between the client and the respective service provider. Should the client have any questions regarding the fulfilment of the contract, he/she must contact the relevant service provider directly. The following points contain a list of the service providers and - if available - a link to their valid contractual conditions. If these are not available here, the customer must ask the obligated service provider for them and accept them.

Listing of the service providers