

# **General Terms and Conditions of Contract and Travel of zb Zentralbahn AG (zb)**

For Luzern–Interlaken Express, Luzern–Engelberg Express

These General Terms and Conditions of Contract and Travel (hereinafter referred to as "GTC") govern the legal relationship between group travelers, who are directly acquired and serviced by zb and booked directly via zb's Incoming Reservation Center, and zb.

In addition to natural persons, the term "traveler" shall also include groups of persons and legal entities who book, arrange etc. the present offers of zb for themselves and for third parties, namely tour operators, travel agents/resellers (hereinafter referred to as the "traveler"). The GTC are written in different languages. The wording in German shall be authoritative.

The terms and conditions of the brokerage companies shall apply to services provided by zb. In such cases, the traveler concludes directly with the brokerage companies. This shall apply in particular, but not exclusively, to all services which are paid for on site and even if a reduction on the usual prices is made thanks to zb.

## **1 Registration**

The contract between the traveler and zb shall be concluded upon zb's unconditional acceptance of the registration. In the case of bookings by telephone, the contract shall come into effect upon zb's verbal acceptance and written confirmation of the reservation. In the case of bookings by e-mail and Internet, the contract shall come into effect with the written booking confirmation by zb and/or payment for the booked services. Individual additional notes and conditions for the particular booked tour shall automatically also become part of the contract. These individual additional notes and conditions take precedence over these GTC. Special requests and ancillary agreements shall only form part of the contract if expressly confirmed by zb in writing and without reservation.

## **2 Group Travel**

For groups acquired and serviced directly by zb and booked directly via the Incoming Reservation Center zb, the fee regulations according to the tariff and these General Terms and Conditions of Contract and Travel (Sales Manual / [zentralbahn.ch/en/b2b](http://zentralbahn.ch/en/b2b)) shall apply. The person making the booking is liable for the payment of all booked services. The person making the booking is responsible for ensuring that fellow passengers comply with all conditions of participation, that these General Terms and Conditions of Contract and Travel apply to all participants, and that they follow the instructions of zb and the other service providers.

## **3 Arrival**

If no journey is included in the package, the passenger is responsible for arriving on time on the booked train. No refunds can be made in the event of late arrival, namely as a result of traffic congestion, overloaded traffic routes, delayed public or private transport, delays in entry to the country, weather conditions, etc.

## 4 Services and Prices - Terms of Payment

In principle, all ordered services are paid for by credit card before the journey. Alternatively, payment can be made on site at the counter in cash, by credit card or voucher (only by separate agreement). Other payment methods are only possible by arrangement.

The person making the booking is liable for the payment of all booked services. All prices are inclusive of VAT. If payment deadlines are not met, zb may withhold its services, withdraw from the contract and demand processing fees and/or cancellation costs.

### 4.1 Cancellation costs

Changes to the travel programme and/or the number of participants as well as cancellation of the trip must be notified to zb immediately. If ordered services are not cancelled or partially cancelled in good time, the following cancellation costs will be charged. The date of receipt of your written notification by zb (Luzern-Interlaken Express: [lix@zentralbahn.ch](mailto:lix@zentralbahn.ch), Luzern-Engelberg Express: [lex@zentralbahn.ch](mailto:lex@zentralbahn.ch)) is decisive for determining the cancellation or change date.

The date of travel is decisive for calculation of the cancellation costs.

#### 4.1.1 Luzern-Interlaken Express

##### Cancellation of a group

Up to 14 days before travel date	free of charge
13 to 7 days before travel date	CHF 150.00/group
6 to 0 days before travel date	CHF 300.00/group
No Show	CHF 500.00/group

##### Reduction in the number of participants

Up to 7 days before travel date	free of charge
6 to 0 days before travel date	100% of the official fare incl. reservation fee per cancelled participant (max. CHF 300.00)

##### Transfer to another train

Up to 7 days before travel date	free of charge
6 to 1 days before travel date	CHF 200.00/group
Short-term rebooking (reserved train missed)	CHF 300.00/group

#### 4.1.2 Luzern-Engelberg Express

##### Cancellation of a group

Up to 14 days before travel date	free of charge
13 to 7 days before travel date	CHF 50.00/group
6 to 0 days before travel date	CHF 100.00/group
No Show	CHF 100.00/group

##### Reduction in the number of participants

Until the day of travel	free of charge
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##### Transfer to another train

Until 7 days before travel date	free of charge
6 to 0 days before travel date	CHF 100.00/group

#### 4.2 Offer and price changes

zb expressly reserves the right to change the offers and prices published in brochures, flyers and in electronic media prior to the booking of the traveler(s). These changes shall be notified to the traveler at the time of booking.

##### 4.2.1 Changes after booking before the start of the journey

Prices after booking and before departure may be increased if transport costs increase, namely due to newly introduced or increased government levies (such as taxes etc.) or fees (e.g. security charges etc.), changes in exchange rates or tariffs. The agreed travel prices shall increase accordingly. Furthermore, zb reserves the right to change the offer or individual services or to cancel them without replacement if this becomes necessary due to force majeure, unforeseeable or unavoidable events.

##### 4.2.2 Changes during the journey

zb shall be entitled to make changes to the travel arrangements if this proves necessary due to force majeure, unforeseeable or unavoidable circumstances. Any additional costs shall be borne by the traveler, unless zb is at fault for the travel change.

##### 4.2.3 Trip Cancellation and Curtailment by zb

zb shall be entitled to cancel or interrupt the trip without compensation if travellers give justifiable cause for this through their actions or omissions. The above processing fees and cancellation costs are reserved. In the event of cancellation, no reimbursement shall be made for travel services not rendered. In particular, zb shall be entitled to cancel or interrupt the trip if unforeseeable or unpreventable events, force majeure (environmental influences, natural disasters, etc.), official measures, strikes, etc. considerably complicate, endanger or render the trip impossible. In the event of cancellation of the trip (by zb) prior to the start of the trip, zb shall refund the price already paid to the exclusion of any further claims by the traveler(s). If a trip is cancelled, the travel price shall be refunded for the services not taken up, unless these services would be invoiced to zb by the service providers. In particular, any additional costs incurred as a result of the interruption of the trip shall be reserved.

### **4.3 Complaints / objections**

If the trip does not comply with the contractual agreement or if a participant suffers damage, zb's staff on site must be informed immediately and remedial action must be demanded. In order to assert claims against zb, the traveler must request written confirmation of the complaint by zb staff. However, the on-site staff shall not be entitled to acknowledge any claims on behalf of zb. Any claims for reductions or damages etc. must be submitted in writing to zb Zentralbahn AG, Incoming, Bahnhofstrasse 23, 6362 Stansstad, within 14 days of the contractual end of the journey, together with confirmation from zb staff on site and other evidence. If the defect or damage is not reported to zb staff on site and then claimed from zb within 14 days of the contractual end of the journey, the passenger shall lose all rights.

## **5 Liability**

zb undertakes to organise the trips in accordance with the agreed timetable. Even with careful organisation, adherence to the timetables cannot be guaranteed. Each passenger is responsible for valuables, photographic and video equipment, credit cards, cash, electronic means of communication (mobile phone, etc.), etc. and zb shall not be liable for loss, theft, damage or misuse. zb shall not be liable for the poor performance of the trip or for damages if they are due to the following causes in particular:

- Unforeseeable or unpreventable failures of third parties who are not involved in the provision of the contractual services.
- Force majeure or events that zb or a service provider could not foresee or avert.

zb shall be liable for its own gross negligence. Liability for minor negligence as well as liability for the service providers involved shall be excluded.

## **6 Data protection**

You can find the data protection regulations at [Datenschutzerklärung | zentralbahn.ch](https://www.zentralbahn.ch/Datenschutzerklärung).

## **7 Jurisdiction**

The sole place of jurisdiction is Stans, Switzerland. The relationship between the traveler and zb shall be governed exclusively by Swiss law.

Stansstad, April 2021