

General terms and conditions of Bergbahnen Meiringen-Hasliberg AG

Generally

Bergbahnen Meiringen-Hasliberg AG (hereinafter referred to as « BMH ») is a mountain railway company that operates primarily in the field of transporting people, luggage, goods and animals. The transport service is based on the regulations about the transport on railways and ships as well as these terms and conditions. As guest is any natural or legal person who has concluded a contract with BMH.

For reasons of readability, the masculine form has been chosen in the following text. All personal names apply however, equally for all genders.

1. Validity of these General Terms and Conditions (GTC)

The General Terms and Conditions (hereinafter referred to as "GTC") apply to all services and products (hereinafter collectively referred to as "Services") - chargeable or free - as well as catering and accommodation services provided by BMH. In addition, when certain BMH services are used, specific regulations apply. If necessary, the customer will be informed of this before using the relevant service. If he uses the services of BMH, he accepts the validity of these terms and conditions. A written version of these terms and conditions can be obtained from the BMH or viewed on the website www.meiringen-hasliberg.ch.

2. Conclusion of the contract

The contract with BMH comes into being with the unconditional acceptance, i.e. with the purchase of one or more services. From this point on, the rights and obligations from the contract, including these terms and conditions, become effective.

3. Description of services

The BMH undertakes to provide the services in accordance with the descriptions. The service descriptions in the current brochures or on the website apply as a basis. Special tariffs and special requests are only part of the contract if these have been confirmed in writing. All information material or information from third parties not advertised by the BMH is non-binding and do not give rise to any obligation for BMH.

4. Prices

The current and binding prices can be obtained directly from BMH. Agreements to the contrary are reserved between the customer and the BMH. Price changes are published in a timely manner and can occur at any time.

All prices are in Swiss Francs (CHF) and include the statutory value added tax (VAT no. CHE-107.865.645). Details and prices listed in publications are without guarantee, availability and errors are reserved. The prices for business customers will be made known to eligible persons on request.

Any change in statutory VAT entitles BMH to adjust its tariffs without prior notice.

5. Coupons

All BMH vouchers can be redeemed at all company branches. Purchased vouchers are valid until validity date on voucher. If no validity date is present a maximum validity of 10 years applies. Expired coupons will only be extended if it can be proven that they were purchased. Vouchers that were issued free of charge (sponsorship, PR purposes, etc.) will not be renewed.

Since the voucher itself can be printed out for most vouchers, several printouts are possible, but only one is redeemable. The first redeemed voucher will be considered the original. Should further copies with the same code appear, it is an abuse, which leads to criminal penalties.

Vouchers cannot be returned for cash value payment. The BMH is not obliged to accept vouchers that have not been paid for as a means of payment. If the BMH closes or ceases to operate for any reason, the online vouchers expire without compensation. This is also the case if the company changes hands. In such a case the BMH cannot be held responsible for payment.

6. Payment terms

In principle, payment is made directly when the contract is concluded by means of ticket purchase and payments on account are not provided. An exception is to be agreed in advance.

When paying on account, the customer undertakes to pay the entire invoice amount by the due date. Objections to the invoice must be justified in writing within 10 days.

If the customer does not meet his payment obligation within the specified payment period, he will be in default at the end of this period without any further reminder and default interest of 5% will be due. If the payment is not made even after the second reminder, BMH is entitled to discontinue all services to the customer without further notification.

The BMH can demand full or partial prepayment for services. For events with a foreign billing address a credit card number with expiry date and the card verification number (CVC) must be given. This also applies to events/services which have been booked from abroad. Agreements to the contrary between the customer and BMH remain reserved.
If the customer defaults on paying the deposit, BMH is entitled to withdraw from the contract

7. Customer Obligations

The customer is obliged to take necessary care when using the BMH's equipment, facilities, machines, restaurants and hotel rooms and to follow the instructions of staff when necessary.

The customer is liable for any damage resulting from improper use.

8. Liability

The BMH undertakes to render the services in accordance with the contract, these GTC and the other contractual provisions. The BMH is only liable for intentional or grossly negligent contractual or non-contractual damage. Proof of fault is incumbent on the customer. Any further liability (slight, medium negligence; causal liability) is excluded. BMH is not liable for circumstances that can be traced back to unforeseeable events or force majeure.

Any complaints relating to the provision of services by BMH must be addressed to BMH immediately. If there is no immediate notification, the customer will lose any claims against the company.

9. Insurance

The BMH has taken out the insurance policies customary in the industry. The customer is liable for damage and loss to the BMH, which are caused by him or his auxiliary person, without the BMH having to prove culpability. Personal supplementary insurance cover is recommended.

10. WLAN

Use of the BMH WLAN is at your own risk. The BMH expressly rejects liability for any consequences arising from this. It is expressly pointed out that users are not allowed to use the network for illegal, criminal and /or to use immoral content and actions.

RAILWAYS OPERATIONS

11. General Terms

All tickets are personal, non-transferable and must be shown to the control staff on request. They are only valid during the published season and operating times. Subscriptions are not valid for evenings and special events outside of business hours, unless otherwise officially communicated.

It is not possible to exchange them for other tickets at a later date. Some tickets and subscriptions are issued on an electronic card (KeyCard). A deposit fee of CHF 5.00 per card is required for the KeyCard. The deposit fee will not be refunded for defective KeyCards. The BMH request a photo of the owner for tickets with a validity of 3 or more days.

12. Discounted tickets, local tariffs, etc.

Official identification stating the date of birth is required to purchase discounted tickets (youths, senior citizens) and to show it unsolicited. No tariffs deviating from the normal tariff will be granted without presentation of the relevant ID. The date of birth at the time of purchase is decisive.

The local tariffs are only valid on season and annual tickets and when presenting a valid local ID from the district of Interlaken-Oberhasli or the canton of Obwalden.

An accompanying person travels free of charge with the official ID card for travellers with a disability (companion card). If one person is accompanied by another person with this card, 1 person travels free of charge and the lower tariff applies to the second person.

13. Online shop and ticket machines

The online tickets offered on the www.meiringen-hasliberg.ch website represent a non-binding purchase offer. The prices quoted are in Swiss francs and include VAT. By ordering a ticket, a binding sales contract is concluded. After payment, the single trips and hiking day tickets are sent as PDF documents by email and the ski passes can be loaded directly onto an existing data carrier (KeyCard or SwissPass). Several printouts are possible for single trips and hiking day tickets, but only one printout is relevant for the value and redeemable. The first QR code used is considered the original. If further copies with the same code appear, it is a misuse, which will result in criminal penalties. Lost tickets will not be used and tickets cannot be returned for cash.

14. Loss or Theft

Day and multi-day ski passes, single trips and hiking day tickets will not be replaced in the event of loss or theft. At the time of purchase the customer receives a receipt for annual or seasonal subscriptions from BMH. In the event of loss or theft of the subscription the receipt must be presented. Replacement fee is CHF 10.00 and the new KeyCard costs CHF 5.00.

15. Control / abuse and forgery

All tickets can be checked by BMH employees at any time. Illegally used tickets and passes will be withdrawn and the customer must pay a regular ticket for that day. The pass will be withdrawn and the holder will be contacted and can pick up the pass for a fine of CHF 100.00.

BMH reserves the right for civil and criminal prosecution.

16. Reimbursement in the event of illness or accident

A proportional reimbursement will be made in the event of an accident or illness on presentation of a doctor's certificate, if the sports pass can no longer be used. For the calculation of the reimbursement, the date of the last use is decisive. Accompanying persons are generally not entitled to a refund. If the pass can be used after the illness / accident the entitlement to a refund no longer applies.

17. Reimbursement in case of bad weather or force majeure

Bad weather does not entitle you to a refund or an extension. The tariffs from 2 days are graduated degressively. In return, the customer shares in the weather risks that can lead to the closure of individual slopes or railway or lift systems. The BMH recommends taking out cancellation or cancellation insurance with an insurance company.

18. Reimbursement in the event of business interruption / cessation

The mountain railways are subject to the Swiss Transport Act. Operation can be stopped for safety reasons or depending on snow and weather conditions. Business interruption does not entitle you to a refund or renewal. If all main facilities (Twing-Käserstatt gondola, Reuti-Bidmi-Mägisalp gondola and the Mägisalp-Alpen tower gondola) are closed, the customer is entitled to a pro rata refund for those days on which operations on the main systems mentioned could not take place. Holders of seasonal and annual passes are not entitled to a refund for days on which operations on all main systems could not take place.

19. Reimbursement in the event of official closure due to a pandemic / epidemic

In the event of an officially ordered closure, voluntary closure or partial closure due to a pandemic, epidemic or other event, including as a result of a power shortage, the holder of an annual or seasonal BMH subscription who was declared at the time of the announcement will receive a refund "pro rata temporis", i. e. days not used shall be reimbursed in proportion to the duration of the season. In the case of a purchase during or after a lockdown or the closure of the ski area ordered by the authorities or voluntarily, or partial closure of the ski area, there is no right to a refund of the already announced or past closure, but only in the case of future closures. The refund will only be granted if the ski area has to close for a period of 8 consecutive days in the entire area of validity. Closures of 7 consecutive days or less do not qualify for a refund. The number of ordered closures is insignificant in connection with a refund. If plants remain in operation, if only opening hours are shortened, speed is reduced or other less drastic measures are ordered or voluntarily taken to save electricity, there is no right to reimbursement. Refunds are always made in cash. The customer is responsible for asserting the refund himself, BMH is not obliged to actively draw the customers' attention to it. The refund may be claimed up to 1 month after the end of the subscription, after which the right to a refund is forfeited.

Should the official regulations for cable cars and/or winter sports areas change in relation to the Corona protection measures (e. g. introduction, modification of the 3G or 2G certificate requirement, etc.), the corresponding implementation by the BMH does not entitle you to withdraw from the contract. There is therefore no right to return or exchange of season and annual subscriptions and a refund is excluded.

20. Refund if ski or sledge runs are blocked

Blocking of ski or toboggan runs does not entitle you to a refund or an extension of the tickets.

21. Reimbursement in the event

Unexpected departure does not entitle you to a refund or an extension of tickets.

22. Exclusion from transport

People can be excluded from transport if they

- are intoxicated or under the influence of narcotics
- behave improperly
- do not follow the usage and behavioral regulations or the instructions of the staff

23. Transport to practice a sport

If the weather conditions are unsuitable for practicing the sport, especially if there is a risk of avalanches, people can be excluded from transport. Furthermore, people can be excluded from transport to practice a sport if they are endangering third parties and there is reason to assume that they will continue to endanger third parties. In the event of repetition or in serious cases, the ticket or pass can be withdrawn.

There is a risk to third parties if the person concerned:

- behaved recklessly
- has skied/boarded on an avalanche-prone slope
- has disregarded safety instruction and prohibition signs
- has defied the safety regulations of the supervisory and rescue services.

24. Slopes and rescue

The Meiringen-Hasliberg ski area is partially high alpine. The guests must strictly observe the signage. Special dangers are to be expected on "variant runs" (avalanches, cornices or other natural hazards). Leaving the slopes is at your own risk! Skiing/boarding in the forest and wildlife protection zones is not permitted. Dogs and bikes are not allowed on the slopes.

The piste patrol and rescue service only monitors and controls the marked and open slopes. The slopes are marked by bars on both sides, the colour of which indicates their difficulty. The poles on one side of the slope are marked differently than those on the opposite side. The orders and instructions of the piste patrol and rescue service, the signage and the FIS rules must be strictly followed.

In the event of an accident, the SOS headquarters are alerted immediately. SOS missions and searches by the BMH and / or third parties (Rega, ARS, doctor, etc.) are chargeable and at the expense of the person responsible. The customer must assert any claims for reimbursement against his insurance company. Outside of the railway operating hours, the slopes are closed and not secured against dangers such as avalanches or piste machines with cable winches. Risk of death!

25. Hiking, mountain bike and adventure trails

The use of hiking trails, adventure hiking trails, scooter bike and monster scooter routes as well as the BMH infrastructure is at your own risk.

INTERNET

26. Legal information

By accessing www.meiringen-hasliberg.ch you declare that you agree the following conditions.

27. Copyright

The entire content of the www.meiringen-hasliberg.ch website is protected by copyright. All rights belong to Bergbahnen Meiringen-Hasliberg AG or third parties. The elements on the [meiringen-hasliberg.ch](http://www.meiringen-hasliberg.ch) website are only freely accessible for browsing purposes. The reproduction of the material or parts thereof in any written or electronic form is only permitted with the express consent of BMH. The reproduction, transmission, modification, linking or use of the [meiringen-hasliberg.ch](http://www.meiringen-hasliberg.ch) website for public or commercial purposes is prohibited without the prior written consent of the BMH.

28. No guarantee

All information (in particular prices, reservations, online calculations) are without guarantee. The BMH does not guarantee that this data is fully up to date at all times. The BMH also assumes no liability for failures of the Internet, damage by third parties, imported data of all kinds (viruses, worms, Trojan horses) as well as for links to and from other websites. The BMH has no control over the content and form of external websites. The correct functioning of hardware and software cannot be guaranteed. The page may contain technical inaccuracies or typographical errors. The BMH reserves the right to change or update the information on this page at any time and without prior notice. This also applies to improvements and / or changes to the products or programs described on this page. In no event shall the BMH be liable to the guest or third parties for any direct, indirect, special or other consequential damage resulting from the use of this or any linked website. Any liability for lost profit, business interruption, loss of programs or other data in information systems is also excluded. This also applies if we are expressly advised of the possibility of such damage.

29. Data protection

The BMH undertakes to observe the applicable data protection legislation in the handling and processing of all customer data as well as customer usage data. Customer data is only used to maintain and improve customer relationships, quality and service standards, to maximize operational safety, or in the interest of sales promotion, product design, crime prevention, economic key data and statistics, and invoicing. The customer hereby acknowledges and agrees that, in the event of joint provision of services in cooperation with third parties, BMH is entitled to make customer data available to the relevant third parties to the extent necessary for the provision of the services. In addition, the transfer of customer data to third parties is only permitted with the express consent of the customer. An exception only applies if the participating companies are legally obliged to disclose personal data to third parties. Personal data without legal or business process-related retention deadlines are archived on May 1st 1080 days / 3 years after the last purchase or after the last used season. If there is an interest worthy of protection in individual cases, in particular in connection with accidents or criminal acts, they may be stored until completion. For further provisions on data protection see separate data protection declaration.

30. Further Information

The declarations on this page do not establish any contractual or other formal right vis-à-vis or on behalf of a party.

If you have any questions or comments about our legal information or data protection, you can contact us:

datenschutz@meiringen-hasliberg.ch

31. Souvenir shop (merchandise)

The BMH can change or adjust the prices at any time. The price is binding when the contract is concluded on the original server. All prices on the shop items include VAT. The shipping cost will be charged additionally.

HOTEL AND GASTRONOMY

32. Change in the number of participants

The customer is obliged to determine the final and binding number of participants as early as possible, but no later than 48 hours before the event. A difference of 5% in the number of fewer participants will be taken into account. Any further deviations downwards are at the expense of the customer. Should more people than notified attend, the actual number of participants will be calculated.

The BMH guarantees the provision of the agreed services on the agreed terms, with the exception of extra trips, up to an additional 5% participants. If the number of participants deviates by more than 5%, BMH is entitled to redefine the agreed prices and provide other rooms.

33. Information

The organizer will send the BMH their detailed program and information about ascent and descent times, information on the room configuration, type and scope of the technical aids as well as all information which the BMH needs for the event to run smoothly at least 10 days before the event. Additional information requested by the BMH must be supplied by the organizer.

If the agreed start and end times of the event are shifted, the resulting costs to the BMH will be calculated. This does not apply if the BMH is responsible for the postponement.

34. General cancellations and events for groups

The BMH must be notified in writing as early as possible of any significant changes or cancellations of events. If the reservation is cancelled in full, without the BMH being responsible, the following cancellation fees will be incurred (in % the reserved services):

- Cancellation up to 40 days before the agreed date: free of charge
- Cancellation 39 - 20 days before the agreed date: 30%
- Cancellation 19-10 days before the agreed date: 60%
- Cancellation 09 - 0 days before the agreed date: 100%

If the reserved services and accommodation services (train journey, menu & drinks) have not yet been determined, a calculation will be based on the amount of CHF 100.00 per person. The BMH's receipt of the written cancellation is decisive for the calculation.

If the reserved services and accommodation services can be resold at the same price and duration as the original one, a processing fee of CHF 50.00 will be charged.

35. Cancellations of hotel stays by individual up to 10 people

Cancellations for individual guests are free of charge up to 48 hours before the date of arrival. For cancellations received after this deadline or if the guest does not show up, the cost of an overnight stay will be charged.

36. Cancellations of hotel stays by groups

The BMH must be informed of the final list of names and the exact number of members of the respective group at least 7 days before arrival. Changes to the number of nights that are made later can result in costs. The following cancellation fees apply (in% of the reserved services):

- Cancellation up to 30 days before the agreed date: free of charge
- Cancellation 29 - 15 days before the agreed date: 30%
- Cancellation 14 - 08 days before the agreed date: 75%
- Cancellation 07 - 0 days before the agreed date: 100%

37. Bringing food and drink

The organizer is generally not allowed to bring food and drinks to the event. Exceptions require a written agreement with the BMH. In these cases, a contribution to cover overhead costs (service costs) will be charged.

38. Hotel room

Our accommodation only has non-smoking rooms. In the event of a violation, the BMH reserves the right to charge up to CHF 250.00 as a flat-rate cleaning fee to cover any material damage. If the check-out resp. the rooms have not been vacated by the agreed time, an additional overnight stay will be charged. A later check-out can be arranged with the hosts on request and if available. The room will be available by no later than 4.00 p.m.

39. Surcharges

In the case of special requests and services, the BMH reserves the right to add any price surcharges. Requests and services are to be notified in good time, or they may not be able to be dealt with.

FINAL PROVISIONS

40. Changes to the General Terms and Conditions (GTC) and the other contractual provisions

The BMH reserves the right to change the terms and conditions and the other contractual provisions at any time. Changes to the terms and conditions will be communicated to the customer in good time, stating the start of validity. Should the customer be significantly disadvantaged by the change of terms and conditions, he is entitled to terminate the contract when the amended terms and conditions come into force. The right of termination expires when the change comes into effect.

41. Applicable law and place of jurisdiction

Applicable to the contractual relationships with BMH AG and its customers (clients, buyers), including the question of the conclusion and validity of the contract is exclusively Swiss law. The invalidity of individual provisions of the contractual relationship does not lead to the invalidity of the entire contract. The place of jurisdiction is Thun, whereby the BMH remains free to sue at the place of residence of the defendant.

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