

## General terms and conditions of carriage of the Rhaetian railway company, Rhätische Bahn AG, applying to express trains, special trains, special carriages, special offers and travel packages

These general terms and conditions of carriage (hereinafter 'the terms and conditions') regulate the contractual relationship between users of the Rhaetian railway company Rhätische Bahn AG (hereinafter 'RhB') for travel arrangements or services supplied by RhB in its own name or via a third party or parties. Passengers can be either private individuals or legal entities, in the form of tour operators, which book travel on RhB or act as intermediaries on their own behalf or that of third parties. These terms and conditions have been drawn up in several languages, but only the German-language version shall be binding.

In the case of services for which RhB acts as an intermediary, the terms and conditions of the organisation actually supplying the services shall apply, and the passenger shall have a direct contractual relationship with the organisation concerned. This condition applies in particular to, but shall not be limited to, all services that are paid for on a walk-on basis, including those where RhB offers a discount on the normal price or fare.

### 1. Legal effect

The contract between the passenger and RhB comes into effect with its acceptance, without reservation, by RhB. In the case of telephone bookings, the contract comes into effect with its oral confirmation on the part of RhB. Services booked over the Internet are confirmed with the corresponding payment. All additional individual instructions and conditions that might apply likewise form part of the contract, and come automatically into effect for the travel booked. These additional individual instructions and conditions take precedence over the existing terms and conditions. Special requests and additional agreements only apply if they have been expressly confirmed, in writing and without reservation, by RhB.

### 2. Group travel

The fare regulations of CH-direct shall apply to group travel undertaken on trains or relating to offers other than those detailed below. The person reserving travel shall be responsible for the payment of all services booked, for ensuring that all accompanying passengers fulfil the applicable conditions of carriage as detailed in these terms and conditions, and for ensuring that they follow all and any special instructions that might be issued by RhB or other suppliers of services.

### 3. Minimum numbers

Journeys advertised as 'RhB travel experiences' (steam-driven snowplough rides, trains drawn by steam locomotive, etc.) are subject to there being a minimum number of passengers. If there is not a sufficient number of passengers, RhB reserves the right, up to 14 days before the date of travel and without being liable for loss or damage, to cancel or amend the programme of travel. The passenger is then free to accept the new itinerary or withdraw (at no cost) from the contract.

### 4. Travel to point of departure

If the package does not include travel to the point of departure, passengers are responsible for ensuring that they arrive promptly. No refunds can be made in the event of lateness caused by traffic conditions, blocked roads, delays by private or public transport, delayed arrival, weather conditions etc.

### 5. Fares and prices – conditions of payment

The services supplied on express trains, special trains, special carriages and as part of special offers or travel packages are as shown in the corresponding brochures and on tickets. An administration and postage charge of CHF 10 (Switzerland) or CHF 20 (elsewhere) shall apply to packages and general services (for the despatch of seat reservations, tickets, etc.). Services are normally payable in advance by invoice, credit card or in cash. Other means of payment are possible only subject to special agreement. The person reserving travel shall be responsible for the payment of all services booked. All fares and prices include value added tax (VAT). If the terms of payment are not observed, RhB may refuse to supply the services booked, withdraw from the contract and/or charge for the costs of cancellation.

### 5.1 Costs of cancellation

The passenger must notify RhB immediately, and return the travel documentation as applicable, if there is any change to the itinerary and/or number of participants, or in the event of cancellation. If definitively-booked services are not partially or fully cancelled in good time (defined for the purpose of calculating cancellation costs by the date of receipt on the premises of RhB), the cancellation costs detailed below will be charged. The date of cancellation and/or change shall be defined as the date of receipt of written notification on the premises of RhB (or the following working day, in the case of arrival on a Saturday, Sunday or public holiday).

The following cancellation charges shall apply to travel booked to take place from January 1<sup>st</sup> 2010 onwards:

#### Glacier Express:

Cancellation of a group reservation	
Up to 30 days before date of travel	Free
29 to 7 days before date of travel	CHF 500
6 days before date of travel, or if the group does not report to the departure point	100% of the official fare, including supplements

Reduction in number or participants	
Up to 30 days before date of travel	Free
29 to 10 days before date of travel	CHF 25 per person
9 to 1 days before date of travel	CHF 50 per person
On day of travel, or if the group does not report to the departure point	100% of the official fare, including supplements

If the date of travel is changed, the charges applying to cancellation of a group reservation shall apply.

#### Bernina Express:

Cancellation of a group reservation	
Up to 30 days before date of travel	Free
29 to 7 days before date of travel	CHF 350*
6 days before date of travel, or if the group does not report to the departure point	100% of the official fare, including supplements

Cancelling of a group reservation	
Up to 30 days before date of travel	Free
29 to 10 days before date of travel	CHF 17 per person**
9 to 1 days before date of travel	CHF 25 per person**
On day of travel, or if the group does not report to the departure point	100% of the official fare, including supplements

\* If the official fare (including supplement) is less than CHF 350, the official fare (including supplement) shall apply. Maximum costs are applied for each train booked.

\*\* If the official fare (including supplement) is less than the amount of the reduction, the official fare (including supplement) shall apply.

If the date of travel is changed, the charges applying to cancellation of a group reservation shall apply.

If a Bernina Express reservation is changed for a reservation on another Bernina Express train, the cost payable is the same as that applying to the cancellation of a group reservation. If a Bernina Express reservation is changed for a reservation on a regional train, the cost payable is the same as that applying to the cancellation of a group reservation.

### 5.1.1 Special trains/carriages

Changes to services carried out after the receipt of confirmation are liable to a minimum charge of CHF 120 per change. If the entire package is cancelled after receipt of confirmation, the following cancellation charges shall apply:

Cancelling of reservation	
Up to 61 days before date of travel	CHF 500* for special carriages CHF 2000* for special trains
From 60 days before the date of travel	20% of the official fare*
From 20 to 10 days before the date of travel	50% of the official fare*
From 9 to 5 days before the date of travel	80% of the official fare*
From 4 to 1 day before the date of travel	90% of the official fare*
0 days/non-appearance	100% of the official fare*

\* subject to a minimum of CHF 500 for special carriages and CHF 2000 for special trains, plus any additional fees that might be charged by individual service providers.

If the date of travel is changed, the charges applying to cancellation of a group reservation shall apply.

### 5.1.2 Special offers and travel packages

If the entire special offer and/or package is cancelled after receipt of confirmation, the following cancellation charges shall apply:

Cancellation of special offers / packages	
Up to 30 days before date of travel	Administration fee of CHF 60 per person; max. CHF 120 per change
29 to 7 days before date of travel	70% of the billed amount
6 days before date of travel, or in the case of non-appearance	100% of the billed amount

If the date of travel is changed, the charges applying to cancellation of a group reservation shall apply.

### 5.2 Changes to offers and prices

RhB expressly reserves the right to amend the offers and passenger fares published in its brochures, leaflets and flyers, and via electronic media. Passengers will be informed of these changes whenever they make a booking.

#### 5.2.1 Changes after booking and before the date of travel

Fares may rise after the date of booking and before travel begins, if there is a rise in such related costs as official duties (e.g. taxes, etc.) or charges (e.g. insurance premiums, etc.), or as a result of changes to exchange rates or tariffs. The agreed price of travel will then increase accordingly. RhB furthermore reserves the right to change the price of individual services, or to withdraw them without compensation, in the event of force majeure, unforeseen circumstances, or situations beyond its control.

#### 5.2.2 Changes made during travel

RhB shall be entitled to change the itinerary in the event of force majeure, unforeseen circumstances, or situations beyond its control. The additional costs resulting are to be met by the passenger(s) concerned, unless the change is attributable to negligence on the part of RhB. In the case of packages subject to the Swiss federal law covering travel packages (PRG), the stipulations of article 12 ff shall apply.

#### 5.2.3 Cancellation or interruption to travel on the part of RhB

RhB shall be entitled to cancel or interrupt travel without compensation if behaviour or actions on the part of passengers provide legal grounds to make such a measure necessary. The right to charge the above-mentioned administration or cancellation fees remains unaffected. No refund will be payable for parts of the package not yet supplied in the event of cancellation. RhB shall be entitled in particular to cancel or interrupt travel in the event of unforeseen circumstances or situations beyond its control breaker, force majeure (environmental factors, natural disasters, etc.), official measures, strikes, etc. which hinder, endanger or prevent travel. If travel is cancelled by RhB before it begins, RhB shall refund all payments already made, to the exclusion of all and any further claims on the part of the passenger or passengers. If travel is interrupted, a refund will be made for all services not yet supplied, other than services charged to RhB by outside service suppliers. The right is expressly reserved to charge for additional costs arising from interruption of travel. Travel packages are subject to article 13.

### 6. Claims / complaints

If travel does not conform to the contractual arrangements, or if a passenger suffers loss, damage or injury of any kind, the nearest member of RhB staff should be notified immediately and assistance requested. The passenger should obtain corresponding written confirmation from the member of RhB staff concerned. This is vital for the subsequent processing of any official complaint. Local members of staff are not authorised to adopt any position on behalf of RhB regarding claims or complaints. All claims for partial refund and/or loss or damage, etc. must be made in writing within 14 days in accordance with the contractual travel or package, accompanied by the corresponding written confirmation made by the local member of RhB staff and any other applicable evidence, and submitted to the Rhaetian Railway at the following address: Rhätische Bahn AG, Bahnhofstrasse 25, 7002 Chur, Switzerland. If the loss or damage is not confirmed in writing by a local member of RhB staff, or not submit-

ted to RhB within 14 days of the end of the journey concerned, the passenger shall lose all further right of redress.

### 7. Travel documentation

Passengers are responsible for ensuring their own correct observance of passport and visa regulations. This applies in particular to travel outside Switzerland (e.g. to Tirano or Landeck). The conditions covering cancellation costs shall apply if the required travel documentation (passport, visa, etc.) is delayed or not issued and travel must be cancelled or delayed as a result.

### 8. Insurance coverage

Travel packages do not include insurance coverage. Passengers are recommended to take out baggage, accident and cancellation insurance.

### 9. Liability

#### 9.1 General conditions applying to all RhB packages

RhB undertakes to organise travel in accordance with the agreed itinerary and/or timetable. Even with careful organisation of travel arrangements however, absolute adherence to timetables cannot be guaranteed. RhB shall therefore not be liable for delayed or cancelled trains or similar incidents. Passengers are responsible for the correct safekeeping of valuables such as photographic equipment and video cameras, credit cards, cash and electronic communications devices (mobile phones, PDAs, etc.), and RhB shall not be liable for any damage to or loss, theft or misuse of such items. RhB shall not be liable for failure to fulfil contractual arrangements or for loss or damage arising from any of the following circumstances:

- ▶ Unforeseen or unavoidable omissions by third parties not concerned with the delivery of the contractual services
- ▶ Force majeure or circumstances unforeseen by or beyond the control of RhB or its service providers

The transport organisations concerned shall be directly liable to the legal extent specified.

If RhB is liable for loss or damage arising from contractual negligence on the part of one of its service providers, the aggrieved party shall transfer to RhB its right to claim against this organisation.

#### 9.2 Additional stipulations applying to all arrangements not covered by the Swiss federal law covering travel packages (PRG)

The RhB shall be liable for its own gross negligence. No liability shall be accepted for own minor negligence or that of the service providers concerned.

#### 9.3 Additional stipulations applying to arrangements covered by the Swiss federal law covering travel packages (PRG)

RhB shall be liable in accordance with the stipulations of the Swiss federal law covering travel packages (PRG). If the services supplied by RhB are subject to international agreements or national laws of any kind which further limit or exclude liability, RhB shall be liable to the corresponding extent of such agreements and laws. Liability for other loss, damage or personal injury shall be subject to twice the package price per person, unless attributable to wilful intent or gross negligence. This does not affect further limitations or exclusions that might apply in accordance with international agreements and national laws.

Non-contractual liability shall be subject to the applicable legislation, with the liability of RhB limited to its own gross negligence. Liability for the intervention of outside services providers is hereby excluded.

### 10. Legal jurisdiction

Exclusive legal jurisdiction corresponds to the town of Chur in Switzerland. The contractual relationship between the passenger and RhB is subject exclusively to the laws of Switzerland.