GENERAL TERMS AND CONDITIONS FOR USING BIKE+RAIL FACILITIES (BIKE+RAIL GTCS)

1 Area of validity
1.1 These Bike+Rail GTCs apply to the use of Bike+Rail facilities that are the property of or managed by SBB.
1.2 By using a Bike+Rail facility, you are accepting the following terms and conditions.
1.3 Specific terms and conditions of use
Any terms and conditions of use applicable to specific Bike+Rail facilities shall apply in addition to these GTCs. In the event of any contradiction, the special terms and conditions shall take precedence.
1.4 Changes to the Bike+Rail GTCs
SBB reserves the right to fully or partly change, supplement or delete these Bike+Rail GTCs at any time as it sees fit. The same right applies to improvements and/or changes to the information, products and services described.

2 Using Bike+Rail facilities
2.1 You may park a roadworthy bicycle (bike, e-bike, motorbike) at Bike+Rail facilities in an orderly manner, provided a space is available. Larger vehicles (particularly three- and four-wheeled vehicles) may not be parked at Bike+Rail facilities.
2.2 No claims for damages or loss of profit due to a fully occupied Bike+Rail facility will be accepted.
2.3 You may only use the Bike+Rail facility if you are completing your journey by train. Permanent parking for a longer period of time is prohibited.
2.4 Non-authorised use
All forms of use other than the parking of bicycles within marked bays of the Bike+Rail facility are prohibited, in particular:
- Parking three- and four-wheeled vehicles
- Cleaning and repairing bicycles
- Topping up or draining fuel or oil, etc.
- Storing flammable items and materials or waste and rubbish
- Posting or distributing advertising materials (flyers, business cards, etc.) without written permission from SBB
- Commercial uses (advertising, sale, rental, etc.) without written permission from SBB
2.5 Exclusion of liability
Use of the Bike+Rail facility is at the user’s own risk. This particularly applies in wintery conditions. Any liability on the part of SBB is excluded to the extent permissible by law, particularly in the event of the theft of and damage to the parked bicycles.

2.6 Infringement of the terms and conditions of use
SBB reserves the right to have a vehicle towed away at the user’s expense and, for this purpose, to break any locks without compensation if:
- the bicycle/vehicle is not roadworthy (abandoned bicycle),
- for motorised bicycles: the bicycle is illegal or is taken off the road by the police,
- a bicycle/vehicle is parked in a way that contravenes the above terms and conditions of use.

Bicycles that have been parked permanently are marked and towed away after a certain amount of time. Towed bicycles are stored. After a certain amount of time, the bicycles may be disposed of or used for another purpose.

In the event of an infringement of the parking regulations or unauthorised use (parking oversized vehicles), a penalty of CHF 40 shall be payable. The right to assert a claim for higher compensation for damages is reserved.

Instructions issued by SBB staff and authorised SBB representatives must be complied with.

3 Place of jurisdiction and applicable law
The courts in Bern, where SBB has its registered office, shall have sole jurisdiction for any disputes arising in relation to the operation or use of the Bike+Rail facilities between you as the user of the Bike+Rail facility and SBB. Swiss law shall be exclusively applicable.