

**General Terms and Conditions
for trips with special coaches and special
trains
(2016 edition)**

We are delighted that you are interested in our exclusive special coaches and special trains. Organising a charter trip requires close collaboration between you, the client, and our specialist organisers.

In order to prevent any misunderstandings, we would ask that you carefully read through the following General Terms and Conditions.

Thank you for putting your trust in us.

1. Trip suggestions

1.1 SBB Charter will be pleased to provide you with suggestions for your special trip. The first trip suggestion will be provided free of charge, but subsequent ones will be invoiced. This amount will be waived on making a firm booking.

1.2 Trip suggestions are always subject to price, timetable and programme changes, as well as the availability of the vehicles reserved. If vehicles have been provisionally reserved for you, this will be expressly mentioned in the trip suggestion as an option. There is always a time limit on provisional reservations, which will be strictly adhered to.

2. Application and conclusion of contract

2.1 We recommend submitting your application as early as possible. Certain vehicles are in great demand and we need more notice for organisation at a professional level. Therefore, we require a minimum of one month's notice for charter coach and charter train bookings.

2.2 Your contract with SBB Charter comes into force when your booking is unconditionally accepted by SBB Charter. This acceptance will always be confirmed in writing.

2.3 The client is responsible for the obligations of all those travelling (and in particular for payment of the invoice total). These General Terms and Conditions apply to all persons travelling.

2.4 The order confirmation should be checked very carefully, signed, and returned to SBB Charter by post, fax or email. Any inaccuracies should be reported in writing to SBB Charter within five days of receipt. Otherwise, the order confirmation will be regarded as correct.

2.5 If SBB Charter arranges for travel services etc. to be provided by other companies (third-party services), your contract will be with these companies and their terms and conditions will apply.

3. Services, prices and terms of payment

3.1 The services provided are based on the order confirmation.

3.2 Unless stated otherwise, the prices always include VAT.

3.3 On receipt of the order confirmation, a deposit amounting to 75% of the total anticipated price is payable. You will receive a separate invoice for the deposit amount. The final invoice will be issued after the trip and the deposit paid will be deducted from the total.

4. Travellers

4.1 All order confirmations are based on an agreed, approximate number of travellers.

4.2 SBB Charter must be informed of the exact number of passengers no later than five working days before the date of travel.

5. Changes and cancellations by the client

5.1 Changes to services after receipt of the order confirmation will be billed at a minimum of CHF 120 per change.

5.2 In the event of cancellation of the whole trip after receipt of the order confirmation, the following cancellation charges apply:

Up to 61 days before departure:	CHF 500.00
21 to 60 days before departure:	20%*
10 to 20 days before departure:	50%*
5 to 9 days before departure:	80%*
1 to 4 days before departure:	90%*
0 days; no show:	100%

*of the price of the trip, but at least CHF 500.00. For cancellation charges of arranged third-party services (see paragraph 2.5) their terms and conditions will apply.

5.3 In cooperation with Mondial Assistance, we can offer you optional cancellation insurance on request.

6. Price changes, programme changes and cancellation of travel by SBB Charter

6.1 Should any changes in the price or programme occur after you have received our trip suggestion but before we issue the order confirmation, we will inform you of these without delay.

6.2 Should price or programme changes occur after we have confirmed your booking, we will inform you of these without delay.

6.3 Should the price rise by more than 10% or if there are significant changes to the contract terms, you have the option of accepting these changes or cancelling the contract without penalty.

6.4 If, following confirmation of the order, a vehicle proves not to be ready for use due to technical reasons, we will do our best to offer you an equivalent alternative solution. If this alternative solution is not to your satisfaction, you may cancel the contract without penalty. Your deposit will be refunded to you (without interest). Claims for compensation will not be admissible.

6.5 SBB Charter may cancel the charter booking in the event of *force majeure* or circumstances making it impossible, very difficult or dangerous to carry out the trip.

Your deposit will be refunded to you (without interest). Claims for compensation will not be admissible.

7. Complaints

7.1 If services are not provided in accordance with the terms of the contract, or if you suffer loss or harm, please notify SBB Charter immediately. Special trains are often accompanied by a tour guide, who can record the circumstances surrounding your complaint. If you want to make a claim against SBB Charter for shortcomings or compensation for damages, such claims must be confirmed by the tour guide or service provider and submitted to SBB Charter within thirty days of the end of the trip.

8. Exclusions and damage to property

8.1 With the exception of assistance dogs, e.g. guide dogs and hearing dogs, no animals are permitted in the saloon coaches or on the Red Arrow "Churchill" for hygiene and safety reasons.

8.2 In the event of excessive mess that has clearly been caused by travellers, you will be charged the additional cleaning costs.

8.3 In the event of damage that has clearly been caused by travellers, you will be charged for repairs on a time and material basis.

8.4 Moreover terms and conditions of the respective transport company will apply for the transport.

9. Liability of SBB Charter

9.1 SBB Charter undertakes to organise your charter trip in a professional manner in accordance with the order confirmation.

9.2 If services are not provided, or if you suffer loss or damage, SBB Charter will accept liability for this if it or another service provider is guilty of gross negligence. Liability is limited to the direct loss or damage suffered, or an amount equivalent to no more than the total price.

9.3 SBB Charter does not accept liability for other railway companies or other licensed transport companies in Switzerland and abroad. This waiver of liability does not affect your rights against these companies.

10. Applicable law and court of jurisdiction

10.1 Only Swiss law shall apply.

10.2 The place of jurisdiction shall be Zurich.