

General Terms and Conditions for the use of [sbb.ch/business](https://www.sbb.ch/business).

1. Scope of application

1.1

These General Terms and Conditions apply to all products and services obtainable by business customers via the [sbb.ch/business](https://www.sbb.ch/business) corporate portal (including the SBB Mobile app/SBB *Businesstravel*) and govern, inter alia, the use of tickets for business trips purchased in this way.

Certain products and services are available from the Ticket Shop Business only. For the use of Ticket Shop Business and the SBB Mobile Business app as well as the purchase of electronic tickets via these channels (or via the old SBB *Businesstravel* portal), the corresponding GTC shall continue to apply in their respective applicable versions ([sbb.ch/en/business-gtc](https://www.sbb.ch/en/business-gtc). The present General Terms). Conditions apply exclusively to the use of [sbb.ch/business](https://www.sbb.ch/business) and the purchase of electronic tickets via the new sales channels (especially [sbb.ch/business](https://www.sbb.ch/business) and the SBB Mobile app). Acceptance of the present General Terms and Conditions also expressly implies acceptance of the General Terms and Conditions of Ticket Shop Business and the SBB Mobile Business app (the old *Businesstravel*) ([sbb.ch/en/business-gtc](https://www.sbb.ch/en/business-gtc)).

Access to SBB *Businesstravel* is restricted to employees of the contracting party (company), who alone may use it to purchase tickets. Tickets may not be purchased for private use. All tickets must be paid for by the contracting party (company). Tickets must not be resold to or traded with third parties or other companies. Overriding terms or terms that deviate from the General Terms and Conditions shall apply only after SBB AG has expressly confirmed this in writing.

1.2

The present General Terms and Conditions supplement the current version of special terms applicable to specific products and services.

1.3.

Furthermore, the general fare rules of the Swiss transport companies, the rules of the relevant integrated travel systems and international tariff regulations will apply unless the following provisions stipulate otherwise. These rules are available for inspection at any staffed station and can also be viewed online at [voev.ch/tarife](https://www.voev.ch/tarife).

2. Rights reserved

2.1

SBB AG reserves the right to amend or update the order/delivery terms or the product range, or to limit quantities supplied, until such time as it confirms the order. Such changes shall take effect as soon as they appear on the websites of the Passenger Division of SBB AG.

2.2

Certain products and services cannot be accessed or delivered or be made available in electronic form. The special conditions for the individual products and services must be borne in mind.

3. Provision of products and services

3.1

Tickets may be purchased via the business portal [sbb.ch/business](https://www.sbb.ch/business) (including the SBB Mobile app) in the following ways:

– by booking tickets online and receiving them as OnlineTickets that the customer can print out him/herself or show directly on the appropriate electronic device (section 7)

- by booking tickets with the SBB Mobile app

3.2

To order products and services for business customers through a website of SBB AG, prior one-time registration is required.

4. Conclusion of contract

4.1

The contract will come into force as soon as SBB AG has accepted the contracting party's (company's) registration, but no later than when the contracting party (company) uses services from SBB *Businesstravel*. SBB AG reserves the right to decline applications. The contract may be terminated in writing by either of the parties at the end of a month subject to three months' notice.

4.2

Once the contract has been concluded by the issuing of a confirmation by SBB AG, the applicable General Terms and Conditions are deemed to have been accepted by the business customer (party responsible for the contract).

4.3

SBB AG reserves the right to terminate the contract for a valid reason at any time.

5. Delivery

5.1

Tickets will only be delivered electroni-

cally and will not be sent by post (with the exception of the SwissPass).

6. Timeframe for advance sales

6.1

Electronic tickets (OnlineTickets, MobileTickets) can be purchased via the business portal SBB *Businesstravel* from 30 days prior to the departure of the desired service at the earliest until shortly before the departure at the latest. Different provisions apply to international tickets.

7. OnlineTickets

7.1

Online tickets can be purchased directly via the timetable at [sbb.ch/business](https://www.sbb.ch/business). A personal SwissPass login must be created in order to do this. After logging in to [sbb.ch/business](https://www.sbb.ch/business), the user chooses whether the purchase is for a business trip or a private journey. SBB *Businesstravel* is for business-related ticket purchases only; the purchase of tickets for private use is expressly prohibited.

7.2

The confirmation e-mail contains the ticket barcode. This can be shown to the ticket inspector on the customer's smartphone, laptop or tablet. Tickets which have been printed out are valid only if printed in portrait format and 100% size on white A4 paper. Smudged or incomplete print-outs will not be accepted.

7.3

With certain offers, OnlineTickets are subject to different conditions from those applicable to tickets bought at ticket offices or ticket machines (see also section 10 in particular).

7.4

The OnlineTicket is personal and non-transferable. It may only be used in conjunction with a valid official identity document (passport, ID card or driving licence) or a valid SBB Half-Fare or GA travelcard (blue card) or SwissPass bearing the customer's name. The customer must present the identity document and/or travelcard (blue card) or SwissPass to the train crew together with the OnlineTicket without being asked to do so.

7.5

The data relating to the booking is stored in an encrypted certificate which is also contained in the computer printout or the ticket barcode which can be shown electronically. When the ticket is inspected on the train, the certificate is read into a checking device which decrypts the certificate and displays the ticket-related data. The checking device stores a set of control data which is compared with the OnlineTicket booked.

7.6

Fraud involving OnlineTickets (e.g. illicit multiple use or forgery of an OnlineTicket) is regarded as travel without a valid ticket. The passenger's personal details will be recorded and he or she will have to pay a supplement in addition to the fare. SBB reserves the right to bring criminal charges. SBB AG reserves the right to decline the contracting party's (company's) order without stating reasons and to block the user's account, and will do so in any case in the event of improper use, suspected improper use or the use of invalid credit cards.

7.7

If the OnlineTicket printout used is smudged or incomplete, or if the OnlineTicket cannot be checked because the electronic device is not working properly (e.g. if the battery is flat) or the display is illegible (e.g. badly scratched), this is also regarded as travel without a valid ticket. In such cases, the customer is required to pay the fare plus a supplement to the train crew. A written application may be made to the SBB Contact Center (section 19.1) for a refund of the additional fare paid (but not of the supplement), less a handling fee. The OnlineTicket and the receipt for the additional fare paid must be enclosed with the application.

7.8

The contracting party (company) will be advised in writing of any improper use. The contracting party (company) will bear joint and several liability for improper use of OnlineTickets unless it can prove that it is not at fault.

8. MobileTickets

8.1

MobileTickets can be purchased directly via the timetable in the SBB Mobile app. A personal SwissPass login must be created in order to do this. When selecting the payment method prior to completing the transaction, the user chooses whether the purchase is for a business trip or a private journey. SBB Businesstravel is for business-related ticket purchases only; the purchase of tickets for private use is expressly prohibited.

8.2

MobileTickets are subject to different conditions from those applicable to tickets bought at ticket offices or ticket machines (see also section 10 in particular).

8.3

MobileTickets are personal and non-transferable. If you have more than one mobile phone, the MobileTicket can be transferred to the other mobile phone(s). MobileTickets may only be used in conjunction with a valid official identity document (passport, ID card or

driving licence) or a valid SBB Half-Fare or GA travelcard (blue card) or SwissPass bearing the customer's name. The customer must present the identity document and/or travelcard (blue card) or SwissPass to the train crew together with the MobileTicket without being asked to do so.

8.4

If your MobileTicket cannot be checked because your mobile phone is not working properly (e.g. if the battery is flat) or the display is illegible (e.g. badly scratched), you will be deemed to be travelling without a valid ticket (see section 7.7).

8.5

Fraud involving a MobileTicket (e.g. illicit multiple use or forgery) is regarded as travel without a valid ticket. In this event a supplement is payable and legal proceedings may be initiated.

9. GA and Half-Fare travelcards for business customers linked to the SwissPass

9.1

The carriage of passengers with a Half-Fare or GA travelcard is subject to the current fares of the Swiss transport companies. The contracting party (company) undertakes to draw the attention of the users of the Half-Fare or GA travelcards that it purchases to the provisions of Tariff 654 applicable to travelcard holders.

9.2

The GA or Half-Fare travelcard is purchased online via the business portal SBB Businesstravel by completing or sending the order; it is also by this process that a contract is deemed to have been concluded. The passenger is the person authorised by the contracting party (company) to use the GA or Half-Fare travelcard. The contracting party is the company.

9.3

By concluding the contract, the contracting party (company) undertakes to make all due payments on time. The contracting party (company) is deemed to have defaulted on payment as soon as the due date on the invoice is exceeded. The contracting party (company) is obliged to make all changes to the details supplied at the time of purchase within 15 days. The contracting party (company) is also obliged to submit all of the passenger's documents (e.g. supporting documents, photo) required for the provision of the service by the due date.

9.4

Once concluded, a travelcard contract remains valid indefinitely until it is terminated. From the second travelcard year onwards, the costs will automatically be charged to the payment method stored in the profile of the contracting party (company). If no credit card is registered

or if the registered credit card is invalid, these costs will be invoiced. On request, the contracting party (company) will be notified about the automatic renewal of a travelcard. SBB AG reserves the right to terminate a GA or Half-Fare travelcard contract for a valid reason at any time.

9.5

If the Half-Fare travelcard is not terminated, the discounted price will be charged for the new travelcard year. If the travelcard contract is terminated and then later renewed with a new validity, there is no entitlement to the discounted price. Passengers who are 16 years of age on the first day of validity of the Half-Fare travelcard will receive the Half-Fare travelcard for 16-year-olds at a discounted price.

9.6

The travelcard contract enters into force with the online sales transaction and is valid indefinitely. For the GA travelcard, the minimum duration of contract is four months from the first day of validity of the first GA travelcard issued in connection with the travelcard contract in question.

Example of the minimum duration of contract for a GA travelcard:
First day of validity: 15 August 2017
Minimum duration of contract expires: 14 December 2017

Once the minimum duration of contract has been reached, the GA travelcard contract can be terminated at any time with effect from the end of any travelcard month subject to notice of one travelcard month. It must be terminated via the travelcard management tool (SBB Businessmanager). Any credit will be paid to the contracting party (company) via the payment method used to buy the GA travelcard. As soon as one of the conditions for the linking of a GA travelcard no longer applies (e.g. if the basic GA travelcard is terminated), the linked GA travelcard (e.g. Duo partner GA travelcard) will be terminated by SBB AG with effect from the end of the next travelcard month subject to the required notice period.

Example of GA travelcard notice period, taking the four-month minimum duration of contract into account:
1st travelcard month: 15 August 2017 to 14 September 2017
Possible termination dates: 14 December 2017 if notice is given by 14 November 2017; 14 January 2018 if notice is given by 14 December 2017 etc.

The Half-Fare travelcard contract can be terminated at any time with effect from the end of any travelcard year subject to notice of one travelcard month. It must be terminated via the

travelcard management tool (SBB Businessmanager). Any credit will be paid to the contracting party (company) via the payment method used to buy the Half-Fare travelcard. If purchasing a GA travelcard, the credit can be directly put towards the new travelcard.

Example of Half-Fare travelcard notice period:

Travelcard year: 15 August 2017 to 14 August 2018

Last date for notice of termination: 14 July 2018

9.7

If a GA travelcard is cancelled during the year, 9% of the purchase price per month used will be deducted to calculate the refund amount. The price of the GA travelcard valid at the time of purchase will be determinative. An administration fee will also be charged.

A pro rata refund can only be granted in the following cases: death, inability to travel confirmed by medical certificate, purchase of a more expensive travelcard (1st class GA travelcard), entitlement to a discounted GA travelcard.

A Half-Fare travelcard cannot be terminated during the course of the year. A pro rata refund can only be granted in the following cases: death, inability to travel confirmed by medical certificate or purchase of a GA travelcard.

9.8

If the first day of validity of the travelcard purchased is within 14 days of the contract being concluded, the passenger will receive a Temporary SwissPass. The Temporary SwissPass does not allow the use of partner services.

9.9

The prices and services of travelcard contracts are subject to change at any time. SBB AG will provide the contracting party (company) with appropriate advance notice of changes. If the changes are to the contracting party's (company's) disadvantage, the contracting party (company) may terminate the travelcard contract prior to the date on which the changes come into force with effect from that date. **In the absence of the contract being terminated, the changes are deemed to have been accepted.**

Price changes take effect from the next invoice for the contracting party (company). If the price increase is not accepted, the travelcard contract may therefore be terminated by complying with the normal notice period for termination.

10. Validity of electronic tickets (OnlineTickets, MobileTickets)

10.1

For electronic tickets, the dates of travel are set when the tickets are

purchased or ordered. Purchased tickets are only valid on one calendar day for each journey. The validity period may differ from that of tickets purchased at ticket offices or ticket machines.

Electronic tickets can be purchased no earlier than 30 days in advance at sbb.ch/business (including the SBB Mobile app); international tickets can be purchased up to three months before departure.

In the case of tickets valid over a number of days, the return journey must be made on the day specified when the tickets were purchased or ordered.

11. Prices

11.1

The prices of products and services may be found in the description of the offer or in the order dialogue on sbb.ch/business and are identical to those at SBB sales outlets (unless stated otherwise).

11.2

Unless otherwise specified, the prices stated are per person in Swiss francs (CHF), calculated according to distance and class of travel, and include the applicable Swiss VAT.

11.3

Purchases through the business portal are discounted as follows:

Sales in CHF	Discount
From 7,000,000	10.0%
From 6,000,000	9.5%
From 5,000,000	9.0%
From 4,000,000	8.5%
From 3,000,000	8.0%
From 2,500,000	7.5%
From 2,000,000	7.0%
From 1,500,000	6.5%
From 1,000,000	6.0%
From 750,000	5.5%
From 500,000	5.0%
From 250,000	4.5%
From 100,000	4.0%
From 50,000	3.5%
From 30,000	3.0%
From 20,000	2.5%
From 10,000	2.0%
Up to 10,000	0.0%

11.4

The discount will be calculated on 31 December every year on the basis of sales during the preceding twelve months and will apply to the following contractual year. The discount rate for contracts which have been valid for less than one year will be calculated by extrapolating the sales over twelve months. No discount will be offered in the first year of the contract. The total discount due will be credited back to each account centre.

11.5

Tickets purchased at a booking office,

ticket machine, on the train or for private purposes are excluded. Tickets cannot be added retrospectively. Integrated travel system passes and travelcards, supersaver tickets/Saver Day Passes, special promotional tickets and group tickets are not eligible for a discount.

12. Payment terms/consequences of late or non-payment

12.1

SBB Businesstravel contracting partners (companies) may pay with a valid credit card (Visa, Mastercard, American Express, Diners Club, Air Plus, JCP). Payments via invoice or by direct debit from a post office or bank account are possible, subject to credit rating.

12.2

SBB AG reserves the right to charge interest in arrears of 5% in the event of delayed payment.

13. Return of tickets/refunds (full or partial)

13.1

Refunds can be obtained from the Businesstravel Service Center in Brig. The relevant forms can be found at sbb.ch/business-faq. No refunds are given at ticket offices.

13.2

Ticket refunds can only be credited to the same means of payment as was used for the purchase.

13.3

Refunds on tickets for services within Switzerland must be claimed within one year of the expiry of the validity period. Refunds for tickets for international services must usually be claimed within one month of expiry of the validity period (TGV Lyria: two months). In some cases, the deadline for claiming a refund may be shorter, or a refund may not be possible at all, depending on the train and country concerned.

13.4

The provisions of Tariff 600.9/T600.10 apply. The right to amend Tariff 600.9/T600.10 is reserved.

14. Data protection and data security

14.1

SBB AG complies with data protection and telecommunications law in all its dealings with personal, customer and company information and also observes the fare regulations for direct services.

14.2

SBB AG is entitled to mandate third parties in Switzerland and other countries to handle card business, monitor-

ing and marketing, to conduct IT operations and to create revenue distribution models; this may include countries with a lower level of data protection than Switzerland. In such cases, SBB AG will contractually oblige the third parties to ensure appropriate protection in accordance with the applicable laws valid in Switzerland.

15. Liability

15.1

The contracting party (company) is expressly requested to take every precaution to protect its personal data (particularly registration data, user names and passwords). SBB AG will not be liable for losses suffered by the contracting party (company) as a result of improper use or loss of this data.

15.2

Irrespective of technological advances in general, SBB AG is entitled – without stating any reasons – to improve the existing technology, to change it or to switch to a different technology at any time, without the contracting party (company) being able to make any claims in this regard.

15.3

Liability will not be accepted for indirect losses, consequential losses, losses arising from the loss of or damage to data, loss of profit, loss of sales, loss of corporate value or loss of potential savings. Owing to the technical characteristics of the Internet, SBB AG cannot guarantee the permanent availability of all booking modules on websites operated by its Passenger Division and accepts no liability for disruptions to the ordering or order-handling process, particularly for the non- or delayed execution of orders. The contracting party (company) has no individual entitlement to a reduced or promotional price if technical problems render the system unavailable until after the sales period has expired.

15.4

Moreover, to the extent permitted by law, SBB AG shall accept no liability.

15.5

Moreover, the carriage of the passenger, i.e. the performance of the travel service, is subject to the laws and tariffs in force.

15.6

Liability in respect of the business portal is assumed for proper, careful performance of the services. SBB AG undertakes to maintain the availability of the business portal throughout the term of this contract in order to facilitate the purchase of tickets. The contracting party (company) will be informed in good time of work on the business portal which may temporarily restrict the purchase of tickets, so that appropriate alternative purchasing arrangements may be made. Liability

will be limited to actual, direct losses up to a maximum amount of CHF 100,000.

16. Partial nullity

16.1

Should one or more provisions of these General Terms and Conditions be invalid, illegal or otherwise ineffective, the validity of the entire contract or all the conditions will not be affected. The invalid provision will be replaced by the relevant statutory provision.

16.2

SBB AG reserves the right to modify these General Terms and Conditions at any time. The contracting party (company) will be informed of major substantive changes to the General Terms and Conditions in a suitable form. Where changes are announced, the contracting party (company) will have the right to serve extraordinary written notice of termination when the new conditions take effect.

17. Authoritative language

17.1

These General Terms and Conditions are available in German, French, Italian and English. In the event of contradictions, the German version is authoritative.

18. Applicable law, place of jurisdiction and place of fulfilment

18.1

In the absence of other statutory provisions, these General Terms and Conditions will be governed solely by Swiss law. The provisions of the "Vienna Convention" (the United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980) are expressly precluded. This also applies to orders from outside Europe (Switzerland and EU).

18.2

The sole court of jurisdiction and place of fulfilment is Bern (Switzerland).

19. Contact

19.1

For refund applications:

SBB Contact Center
Businesstravel Service Center
P.O. Box 176
CH-3900 Brig

19.2

Address of the Passenger Division of Swiss Federal Railways:

Swiss Federal Railways SBB
Passenger Division
Wylstrasse 123/125
CH-3000 Bern 65

March 2018