



**Blatten Belalp Tourismus AG**  
Rischinstrasse 5  
3914 Blatten bei Naters

T +41 27 921 60 40  
F +41 27 921 60 41  
tourismus@belalp.ch

**Belalp Bahnen AG**  
Rischinstrasse 5  
3914 Blatten bei Naters

T +41 27 921 65 10  
F +41 27 921 65 15  
bahnen@belalp.ch

# **GENERAL TERMS AND CONDITIONS (GTC)**

## **OF BELALP BAHNEN AG**

We are pleased that you are interested in a trip to our Blatten-Belalp region and thank you for the trust you have placed in us. We ask you to read the following General Terms and Conditions (GTC) carefully.

### **1. General provisions**

The General Terms and Conditions (GTC) govern the contractual relationship between you and Belalp Bahnen AG (BBAG) and apply to all services and products of BBAG. Additional special provisions may apply to the use of certain services. This may also be the case if BBAG's operations are restricted for reasons of force majeure (see 2.7 Refund of tickets).

### **2. Tickets and subscriptions**

#### **2.1. Validity**

All tickets and subscriptions are personal and therefore non-transferable, as they all include the correct personal details. The validity is limited to the designated period and the published operating hours of BBAG.

#### **2.2. Up-to-date information**

The services advertised on the platform are not binding offers on the part of BBAG. BBAG reserves the right to change announcements and prices at any time or to discontinue services in whole or in part. The information and prices published prior to the booking are decisive for the conclusion of the contract.

#### **2.3. Prices**

The prices are generally in Swiss francs and include, unless expressly stated otherwise, all surcharges, taxes, and levies, including Swiss VAT.

The price of tickets and subscriptions to be paid is determined by taking into account various booking parameters:

- Guest age
- Selected season
- Length of stay
- Booking time

As far as Belalp Bahnen AG does not advertise any special offers or price deviations, the price published at the time of booking shall apply.

## **2.4. Booking via online portal**

### **2.4.1. Booking with user account**

Services can be booked on the booking platform by opening a user account. For this purpose, it is necessary for the guest to provide truthful information about themselves (no fantasy names/pseudonyms) and their permanent residence address (including the correct country of residence). Documents such as booking confirmations, invoices, notifications regarding booked services (e.g. print@home tickets) etc. are sent to the email address specified in the user account.

The guest can request the deletion of the user account. However, as long as valid (not expired) subscription rights are listed in the user account, it is not possible to delete it. After deletion, the user account can no longer be accessed, cannot be reactivated and all services associated with the user account, such as newsletters, service messages, etc. are discontinued. Internally, the user account remains stored until the end of the statutory retention period and is accessible to administrators; after that, it is irrevocably deleted.

For matters related to data protection, BBAG refers to the General Terms of Use and Privacy Policy.

### **2.4.2. Booking without user account**

A booking can also be made without creating a user account. For this purpose, the booking process is carried out as a "guest". In this case, the data is also stored in a central database at BBAG, but the guest must re-enter their data for each booking.

### **2.4.3. Booking for several people**

If the guest books services for other persons, only the booking guest is a party to the contract with BBAG. This guest handles the payment for all booked services, and BBAG is entitled to invoice all services via this guest. The booking guest is responsible for fulfilling the obligations incumbent on all persons.

## **2.5. Loss or theft**

In the event of loss or theft of a ticket or subscription, a replacement will be provided on one occasion upon presentation of the purchase receipt/booking confirmation (in the case of an online booking). A processing fee of CHF 10.00 will be charged for issuing the replacement card.

## **2.6. Abuse and counterfeiting**

Key cards are automatically checked with our hands-free card system. The system allows persons to be uniquely identified (photo comparison at the sensors) at the control points. Misused or counterfeit tickets and subscriptions will be withdrawn. The user must pay an operating allowance of CHF 200.00, as well as the day ticket amount. We reserve the right to take civil or criminal action.

## **2.7. Refund of tickets**

EUROP ASSISTANCE (SUISSE) ASSURANCES SA ski pass insurance is included in the purchase price of day and multi-day passes. Reimbursements are made directly by the insurance company, provided it recognises one of the following claims:

- in the event of illness, accident, or death of the insured person.
- in the event of illness, accident, or death of a close relative of the insured person, a person with whom the latter has close family ties.
- only for multi-day tickets: if, in the area of the valid ski pass, no more than five transport facilities can be operated during the whole day due to unfavourable weather conditions (storm winds, avalanche danger, snow drifts).

### **2.8. Clothing refund**

BBAG shall clean or replace dirty clothing of a guest at its own expense, provided that the contamination was caused by a cable car system of BBAG. The damage must be reported immediately to an employee in person, on the same day, at the nearest cable car counter. The amount of the refund is calculated on the basis of the condition of the garment. The life expectancy of ski clothing taken into account is a maximum of 4 years; there is no entitlement to a refund for older items of clothing.

### **2.9. Conclusion of the contract**

The contract between you and BBAG comes into effect upon acceptance of your written or verbal booking with BBAG and is definitive from this point onwards.

### **2.10. Payment and cancellation conditions**

#### **2.10.1. Debt collection**

Debt collection is carried out directly by BBAG.

#### **2.10.2. Binding effect**

The prices listed in the booking confirmation in Swiss francs are binding. It is possible for prices to be adjusted in the event of the introduction or increase of taxes, duties, taxes, the increase of transport costs or similar, up to 3 weeks before the start of the service.

#### **2.10.3. Obviously incorrect booking**

In the event of an obviously incorrect booking due to system-related errors in the booking system, the agreed prices are void. In this case, BBAG has the right to cancel the booking without compensation.

#### **2.10.4. Cancellation deadlines (clarify with executive board)**

If the guest withdraws from the contract, the guest will be charged the following cancellation fees:

- 60 days before arrival: none
- 59 – 30 days before arrival: 50% of the total price
- 29 – 15 days before arrival: 80% of the total price
- 14 – 0 days before arrival: 100% of the total price

#### **2.10.5. Cancellation**

Services that have been booked via BBAG's booking platform can only be cancelled and/or rebooked via BBAG's service centre. The withdrawal declaration shall take effect on the day on which it arrives at BBAG. If the guest accepts the service late or does not make full use of it, the entire invoice amount remains due.

BBAG is entitled to withhold a processing fee in the event of cancellation on the part of the guest.

### 3. Transport

#### 3.1. Exclusion of passenger transport

Persons may be excluded from transport if they:

- are drunk or under the influence of narcotics.
- behave improperly.
- do not follow the rules of use and conduct or the instructions of the staff based on them.
- In the event of an epidemic/pandemic (cf. Covid-19), the special provisions of the federal government/state apply. In general, an exclusion from passenger transport is possible if:
  - the associated protective measures are not followed (e.g. wearing a face covering).
  - persons have symptoms of or are ill with epidemiological disease.

#### 3.2. Transport for the exercise of a sport

If the weather conditions are unsuitable for exercising the sport, in particular in the event of an avalanche, persons may be excluded from transport for the purpose of exercising the sport. Furthermore, persons may be excluded from transport for the purpose of exercising a sport if they endanger third parties immediately prior to the intended transport and there is reason to believe that they will continue to endanger third parties. In the event that these actions are repeated, or in serious cases, the ticket or subscription may be withdrawn.

A risk to third parties exists in particular if the person concerned:

- acted recklessly.
- has travelled on an avalanche-prone slope.
- has disregarded instruction and prohibition signs that serve the purpose of safety.
- has violated the safety orders of the supervisory and emergency services.

#### 3.3. Transport of goods and luggage

In the event of damage to luggage, skis, ski boots, snowboards, or bicycles, BBAG shall only be liable if these items have been packed and loaded in accordance with the regulations. In the event of force majeure, the carrier is exempt from liability.

Force majeure includes all unforeseeable events that occurred through no fault of BBAG or its auxiliaries (e.g. extreme weather conditions, natural events, unforeseeable road closures, environmental disasters), which BBAG could not avoid despite the application of due care and could not avert the consequences of the same.

If the guest discovers damage upon receipt of a shipment, BBAG must immediately draw up a factual statement showing the cause, circumstances, and extent of the damage.

### 4. Handling fee for postal deliveries

The delivery of private parcels (postal deliveries not related to BBAG's business activities) by parcel delivery companies to BBAG's company address is not permitted. If a delivery is made nonetheless, BBAG reserves the right to charge a handling fee of CHF 5.00 per parcel. This fee covers the internal costs of receiving, storing and, where applicable, notifying the recipient or handing over the parcel. By having a private parcel delivered to BBAG's company address, you are deemed to have accepted this provision.

## **5. Rescue service**

If the guest is injured in an accident in the area of BBAG and a rescue service must therefore be provided, the guest will be charged for the rescue costs incurred by the rescue service of BBAG. Costs of third parties (e.g. helicopter, ambulance, or doctor) will be charged to the guest directly. The guest must assert any claims for refunds against their insurance.

## **6. Final provisions**

### **6.1. Liability**

To the extent permissible, the liability of the cable car company shall be limited to gross negligence and wilful misconduct.

### **6.2. Place of jurisdiction**

The contract between the guest and BBAG is governed by Swiss law. Unless mandatory legal provisions stipulate a different place of jurisdiction, Brig shall be deemed to be the place of jurisdiction.

Blatten bei Naters, May 2025