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## General Terms and Conditions of Business

### I. Generally

#### I.1 Scope of application

These General Terms and Conditions of Business of the Glacier Express Limited Company, having its registered office situated in Andermatt, apply to all reservations with the Glacier Express Limited Company made via all webpages.

#### I.2 Data protection

No personal data are in principle left behind on visiting our Internet pages. Details of name and/or address however are needed in individual cases. The necessity for this kind of personal information will be separately pointed out in each case.

To the data protection declaration.

#### I.3 Liability of the user of the Web site

All particulars published on the Internet (prices, online calculations, reservations etc.) are subject to correction. The Glacier Express Limited Company accepts no liability for Internet breakdowns, losses caused by third parties, or imported data of any kind, in particular viruses, worms, Trojan horses etc. Perfect functioning of hardware and software cannot be guaranteed. The Internet pages may contain technical inaccuracies or typographic errors. The Glacier Express Limited Company accepts no liability of any kind for any direct, indirect, special or other consequential losses arising from use of the Internet pages of the Glacier Express Limited Company or on account of the Internet sites linked to them. All liability for loss of profits, operational breakdowns, loss of programs or other data in the information systems of customers, is also excluded. This also applies if the Glacier Express Limited Company shall have been expressly advised of the possibility of such damage.

## II. Terms of payment

The products and services of the Glacier Express Limited Company are offered in Swiss francs (CHF). The Glacier Express Limited Company may alter prices at any time and require payments in advance from its customers. Statutory taxes and levies shall be assessed separately and may likewise be subject to a price adjustment at any time.

### II.1 Payment with credit card

The credit card number with expiry date and card validation code (CVC) shall be given on payment by means of credit card (VISA, MasterCard etc.). The Glacier Express Limited Company accepts no liability for Internet breakdowns, losses caused by third parties, interruptions in operation, loss of data communicated etc.

### II.2 Payment on receipt of invoice

The customer undertakes to pay sums charged within the agreed payment period. He shall automatically be in arrears after expiry of the period and shall pay default interest of 5%. The Glacier Express Limited Company may require payment in advance, provision of security or details of the credit card number.

### II.3 Vouchers

If customers obtain vouchers from the Glacier Express Limited Company for its products and services, these products and services shall be purchased at the latest by the expiry date stamped on the vouchers. Vouchers may not be exchanged for cash and may be neither exchanged or refunded.

### II.4 Absence of confirmation of payment on use of the service

### II.5 Duties of the customer

The information requested by the Glacier Express Limited Company for booking shall be given fully and correctly, e.g. first name and last name, current address (not post box) and telephone number, credit card details, as well as valid e-mail address.

The customer bears responsibility for all costs, fees, taxes and valuations that arise from using this website.

The customer shall make use of the services personally and he is not authorized to transfer services to third persons. Likewise, there is no claim to a specific seat or space to stand in the offer of services made by the Glacier Express Limited Company. The customer shall accept the seat or place allocated to him.

### III. Refund and cancellation

#### III.1 Refund

The customer shall have no claim to reimbursement or compensation if he has booked a service but fails to appear at the agreed date or otherwise fails to make use of a product or service.

Similarly, there is no claim to refund or time extension in the event of sickness, accident or breakdown in operation, with the exception of III. 2 following. The tariff conditions set out in section 600.9 shall apply in all other cases.

#### III.2 Cancellation by the customer

##### III.2.1 Single passenger

The conditions for the particular product apply for cancellation of services for individual passengers. Goods and services (tickets, reservations, menus, etc.) purchased via the Internet cannot be cancelled or exchanged and no refund can be made.

The complete costs will be refunded if the customer shall be prevented from travelling as a consequence of sickness or accident at the beginning of the journey and he can produce a valid doctor's certificate.

##### III.2.2 Group travel

The following cancellation conditions apply for groups from 10 persons upwards:

The following cancellation charges apply should reserved services be cancelled in part or not cancelled in good time. The determining factor for calculating cancellation or alteration charges is the date of receipt of your written notification via [info@glacierexpress.ch](mailto:info@glacierexpress.ch). At weekends (Saturday / Sunday) or on public holidays, the next working day will apply as the date of receipt.

#### **1. & 2. Class**

Cancellation of groups:

Up to 30 days prior to travel date no charge

29 to 14 days prior to travel date CHF 1000.00 per group

13 days prior to travel date or no-show of the group 100% of the fare price incl. supplement

Reduction of the number of people travelling or a reduction of the originally booked route to a shorter route:

Up to 30 days prior to travel date no charge

29 to 14 days prior to travel date actual fare price incl. supplement or max. CHF 100.00 per person

13 days prior to travel date or no-show 100% of the fare price incl. supplement

### **Excellence Class**

The ordering party is guaranteed the number of seats confirmed in the confirmation of reservation. These are subject to a flat-rate cancellation fee which is due per reserved seat in all cases if a seat is cancelled.

If ordered services are not cancelled or partly cancelled in good time, the following cancellation fees will apply. Decisive in determining the date of cancellation or amendment is the date upon which your written notification is received at [info@glacierexpress.ch](mailto:info@glacierexpress.ch). The next working day applies in the case of weekends (Saturday/Sunday) or public holidays.

Reduction of the number of passengers:

Up to 90 days prior to travel: CHF 140.- reservation flat rate / seat

89 to 60 days prior to travel: CHF 317.- flat rate / seat

59 days prior to travel to the date of travel or no-show: effective fare incl. supplement

### **III.3 Cancellation by the Glacier Express Limited Company**

The customer shall have the choice between a comparable alternative (if available) or a refund, if the booked service shall of necessity be cancelled by the Glacier Express Limited Company by reason of circumstances that shall not be attributable to force majeure. There shall be no right to compensation in the event of force majeure.

### **III.4 Insurance**

It is recommended that the customer himself obtains insurance for luggage, accident and/or cancellation costs.

## **IV. Database**

### **IV.1 Use**

The pictures and films in the media data bank are freely available to private persons for their own private purposes. Journalists may use the pictures for editorial utilization in their media without charge. Commercial exploitation of pictures (advertising and other commercial applications) is subject to charge and requires the formal approval of the Glacier Express Limited Company as owner of copyright.

## IV.2 Rights

All pictures and films offered are legally protected. A use of pictures that distorts the meaning, is discriminating, or adversely affects the interests of the Glacier Express AG is not permitted. Publication of pictures only with acknowledgement of copyright: © Foto Glacier Express AG

## IV.3 Unchangeability

Pictures in the on-line picture archive may not be altered without the permission of Goms Tourismus or the photographer concerned and may be used only in the original.

## IV.4 Ownership

Ownership of pictures in the on-line picture archive remains with the Glacier Express Limited Company or with the appropriate photographer.

## V. Closing provisions

### V.1 Commencement

These General Terms and Conditions of Business come into force on 1st July 2009.

### V.2 Alterations

Contractual additions and amendments shall be valid only by mutual agreement and in written form.

### V.3 Invalid provisions

Voidness, invalidity or unenforceability or individual provisions of this contract shall not affect the validity of the remaining contractual conditions.

Any provisions in this contract that may be ineffective shall be replaced by conditions corresponding with the aim and purpose of the agreement.

The present contract shall be supplemented according to its aim and purpose, if there shall be omissions.

### V.4 Applicable law and place of jurisdiction

This contract is subject to the law of Switzerland unless provided otherwise by overriding statutory provisions. Disputes arising under this contract shall be solely within the general jurisdiction of the Courts of Justice at the location of the registered office of the Glacier Express Limited Company in Andermatt,

Switzerland. Application of the Vienna Sales Law is expressly excluded. The present German language version is authoritative in the event of uncertainty with versions in other languages. Furthermore, the General Terms and Conditions of Business of the Glacier Express Limited Company apply unless the present General Terms and Conditions of Business shall take priority by reason of their special application. All correspondence shall be sent to the following address:

Glacier Express Limited Company, Bahnhof, CH-6490 Andermatt

## Data protection

### PRIVACY POLICY

## CONTACT

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[Contact & Opening hours](#)