

GTC for the purchase and use of a GA Travelcard.

Preliminary remarks.

Carriage of passengers with General Abonnement Travelcards (hereinafter "GA Travelcard") is subject to the tariffs of the Swiss public transport enterprises (hereinafter "PTEs"), and in particular the tariff for GA, Half-Fare and seven25 Travelcards and additional offers (hereinafter Tariff 654). All of these tariffs can be viewed either at the staffed sales offices or at sbb.ch/en/tariff. **The following conditions are an excerpt from these tariffs and cover the key provisions governing the relationships between the holder of the GA Travelcard (hereinafter "passenger") or the contracting party respectively, and the PTEs as represented by Swiss Federal Railways SBB, 3000 Berne 65 (hereinafter "SBB").**

SwissPass.

When the passenger purchases a GA Travelcard, a personalised card (hereinafter "SwissPass") is issued in their name. The services (e.g. the GA Travelcard) are referenced on the SwissPass and monitored via the RFID chip. No reference to the service purchased (type and validity period) is printed on the card. The SwissPass provisions are set out in the General Passenger Tariff (Tariff 600). For services beyond the range of public transport products, the respective general terms and conditions of the SwissPass partners also apply.

If the first day of validity of the service purchased is within the first 14 days after the contract is concluded, the passenger will be issued with a temporary SwissPass. The temporary SwissPass does not provide access to partner services.

To allow for orderly ticket inspections to be performed, the SwissPass must be presented in its original state (e.g. without a protective cover or not in a wallet). The SwissPass must be handed over to the ticket inspector each time.

Alternatively, passengers can show their SwissPass on their smartphone. When they do so, they must be able to provide identification (their SwissPass card or official form of ID) if asked to do so by the ticket inspector.

If the SwissPass is lost or stolen, it can be replaced for a fee, except in the case of fraud.

The cards remain the property of the PTEs and can be reclaimed in justified cases.

The GA Travelcard and the GA area of validity.

The GA Travelcard is personal and non-transferable. It entitles the holder to unlimited travel in the respective class on the routes within the GA area of validity and half-price travel on routes within the half-fare area of validity that are outside the GA area of validity. The PTEs may make changes to the area of validity at any time. These will be announced on sbb.ch/en/tariff.

Purchase of GA Travelcard.

The GA Travelcard can be purchased by sending a completed and signed order form.

Alternatively, it may be purchased at a staffed sales office or on sbb.ch. The contracting party must sign a contract when concluding the purchase. If the purchase is effected online, the contract is concluded through acceptance of the GTC.

GA Travelcards purchased on account in an online shop are subject to the terms of payment of the partner collection agency from which they were bought.

If the passenger is not the contracting party, the order form/contract must be signed by the contracting party.

Duties of the contracting party.

By signing the contract, the contracting party undertakes to pay all demands on time. The contracting party must pay each invoice at the latest by the day before the next Travelcard period (one year or one month) to avoid defaulting.

The contracting party must report any changes to the details provided at the time of purchase within 15 days. This can be done either verbally at a sales office or in writing to the SBB Contact Center, P.O. Box, 3900 Brig. Alternatively, the details can be updated on swisspass.ch. The contracting party must also submit the documents required for service provision (e.g. proof of residence, photo) in good time.

Contract duration.

The contract signed at the time of the initial purchase will remain valid for an unlimited period until it is cancelled. SBB reserves the right to terminate the contract at any time in justified cases.

Payment methods.

Each invoice covers the amount for the payment interval (monthly or yearly) as selected by the contracting party. The contracting party can choose between the following payment methods:

- by bank transfer or eBill
- by direct debit via one of the Swiss banks or Swiss Post's DebitDirect service (for follow-on billing only)
- by credit card, debit card or cash payment at a staffed sales office
- by credit card or debit card on sbb.ch (on first purchase)

Late payments.

The contracting party will be in default without a reminder if they do not pay on time. If a reminder of an outstanding payment is sent to the contracting party, they will be charged CHF 15. If a collection case is created, an additional annual interest rate of up to five per cent from the due date onwards may apply in addition to administrative charges. SBB will claim the outstanding amounts in its own name and for its own account. It may, however, also outsource collections. **If the contracting party is in default, SBB may block the GA Travelcard after a period of one Travelcard month.**

If the contracting party has outstanding invoices from SBB, they may not obtain any further services against invoice until all invoices are fully paid.

Contract duration and termination.

The contract will enter into force for an unlimited period as soon as it is signed or the online purchase is concluded. The minimum contract duration is six months from the first day of validity of the first GA Travelcard issued under the contract.

Example of minimum contract duration: first day of validity is 15 March 2023, minimum contract duration ends on 14 September 2023.

Once the minimum contract duration is reached, the contract may be cancelled at any time by giving **one month's notice** before the end of a Travelcard month. Cancellations must be made verbally, in writing or via swisspass.ch. Any outstanding credit will be paid out to the contracting party's bank or postal account.

If a condition for linking the GA Travelcard no longer applies (e.g. the basic GA is cancelled), SBB will cancel the associated GA Travelcard (e.g. the GA Travelcard Familia for Youth) to the end of the following Travelcard month while observing the notice period.

Example of notice period, bearing in mind the minimum contract duration of six months:

First month of Travelcard: 15 March 2023 to 14 April 2023

Potential cancellation dates: 14 September 2023 if notice is given by 14 August 2023, 14 October 2023 if notice is given by 14 September 2023, etc.

Refunds.

If an annual GA Travelcard is cancelled early, 9 per cent of the purchase price per month used will be deducted when calculating the refund. Furthermore, an administrative charge will apply. If a monthly GA is cancelled, there is no refund.

A pro rata refund applies in the following cases only: death, medically certified inability to travel, upgrade of Travelcard (1st class GA), entitlement to a reduced-price GA Travelcard.

Contracting party is under 18 years of age.

If a contracting party is not yet 18 years of age, they can only purchase the GA with yearly payment. The GA service ends automatically after one year and must be purchased again in order to continue.

Data protection.

SBB and Switzerland's other public transport companies attach great importance to protecting personal data and privacy. All personal data you provide will be processed in accordance with current data protection legislation. Additional information on data protection can be found at swisspass.ch/dataprotection and in the privacy statements of the PTEs from which you purchased your SwissPass.

The transport companies and integrated fare networks can obtain these details from SBB for specific targeted marketing measures as needed while observing the data protection law and further provisions concerning the processing of customer data.

Changes to tariffs/terms and conditions.

The prices and services may be changed at any time. SBB will notify the passenger and/or contracting party in a suitable way in advance of any changes to the tariffs. If the changes are to the detriment of the passenger and/or contracting party, they may cancel the contract by the date on which the change enters into force, for this same date. **Failure to do so constitutes acceptance of the change.**

Price changes will be reflected in the following invoice. Accordingly, if the passenger or contracting party does not accept the price increase, the contract can be cancelled by giving notice of the normal duration.

Applicable law and jurisdiction.

Agreements concluded in connection with these GTC are governed by Swiss law exclusively. The court of jurisdiction for any disputes arising in connection with this agreement is Berne, unless specified otherwise by the rules of civil law.

As of June 2022

Swiss Federal Railways (SBB)

Passenger Services Markets Division
3000 Berne 65