

General terms and conditions of business

(GTC)

Bergbahnen Hohsaas AG (BBH)

valid from: 01/06/2024

1. General

The General Terms and Conditions (AGB) apply to all services and products provided by BBH. In addition, certain provisions may apply to special BBH services. For this purpose, the customer will be informed before using the service in question. When using BBH services, the customer acknowledges the acceptance of these GTC. A written copy of these General Terms and Conditions can be obtained from BBH.

1.1 Contract

The contract with BBH comes into effect with the purchase of one or more company-owned services. From this time forward, the rights and obligations arising from the contract, including these GTCs, shall take effect.

1.2 Services

Our services are published in the tariff brochure or the electronic media. Special tariffs and special services are only part of the contract if they have been confirmed in writing in a legally binding manner.

1.3 Identity card requirement

The customer must identify himself at the request of the cashier and cable car staff.

1.4 Transport

With the sale of a cable car ticket BBH commits itself to transport the rightful ticket holder or his materials according to these general terms and conditions. This includes the use of all prepared and marked ski runs, toboggan runs as well as the hiking trails, bike trails and playgrounds maintained by BBH.

1.5 Validity of ski passes

All season tickets / tickets are only valid during the day and during the published operating hours. Other conditions apply to events outside the operating hours. Separate tickets must be purchased for the night-time events.

All cable car tickets are personal and non-transferable.

The Destination Pass is valid for all lifts in the Saas Valley.

Pedestrians can buy individual tickets for each lift / cable car.

1.6 Age groups and categories

Bambini:	from 1 - 5.99	free of charge
Children:	from 6 - 15.99	child tariff
Teenagers:	from 16 - 19.99	youth tariff
Adults:	from 20 years	of age adult tariff

1.7 Groups

A group is deemed to exist if at least 20 ski, toboggan and / or hiking passes are purchased at the same time on the same day of validity.

Groups of 20 or more skiers receive the group rate. There are no free passes.

Groups must register in advance in writing with BBH using the registration form and a list of names in order to receive the group rate. No tickets will be issued without cash or advance payment. Tickets must be collected and paid for by one person for everyone.

Pedestrian groups of 20 people or more receive the group rate. There are no free tickets. Children and holders of a Half-Fare travelcard/General Abonnement can be counted in when determining the size of a group. Family tickets can also be integrated into groups, but free travel does not count towards the group size. Travel agencies and bus companies only receive discounted tickets if they have concluded a contract with the mountain railways.

2. Prices and terms of payment

2.1 Prices

The prices for the cable car tickets are published in the tariff brochure (exact description with the current year) and on the Internet. The prices for the cable car tickets are priced per person and include value added tax (VAT).

All mountain railway tickets are personal and non-transferable. Unused days will not be refunded or carried over to the next season.

In the event of different tariff details in the individual brochures and electronic media, the provisions on the Internet at www.saas-fee.ch/bbh apply.

In addition to the ticket prices, BBH charges a one-off fee of CHF 5.00 per KeyCard. These cards become the property of the purchaser and can be used repeatedly and in some cases also in other snow sports areas.

2.2 Payments

Payment is made immediately upon conclusion of the contract. Cable railway tickets on credit or on account are not generally provided for. Tickets can be paid for in advance and the amount must be paid into the BBH account before the tickets are issued.

If, in exceptional cases, services and products have been issued on account, the customer undertakes to pay the invoiced amount by the due date indicated on the invoice form. Objections to the invoice must be made in writing and justified within 10 days.

If the customer does not meet his payment obligation within the payment period, he shall be in default upon expiry of this period without further reminder and shall pay default interest of 5%. If payment is still not made after a second reminder, BBH is entitled to stop the provision of all services to the customer without further notice. We reserve the right to demand payment on account for services in whole or in part. For foreign invoice addresses, an advance payment is to be made as a guarantee.

2.3 Changes in prices and services

The BBH expressly reserves the right to change service descriptions and price quotations on the Internet as well as in brochures and price lists until the conclusion of the contract.

2.4 Currencies

Prices in the brochures are always quoted in Swiss francs. The euro conversion rate is calculated according to the current exchange rate.

2.5 Reductions / Discounts

Discounts and reductions are not cumulative.

3. Tickets

3.1 Refund

Purchased and/or used tickets of any kind cannot be exchanged for other tickets at a later date. In addition, there is no entitlement to a refund in the event of closure of individual or all facilities, or in the event of illness or accident by the ticket holder.

However, it is possible to take out appropriate insurance.

BBH therefore strongly recommends that you take out PassProtect ski pass insurance in advance. Conditions for reimbursement can be found at www.skicare.ch. It must be purchased with the ski pass and before the ticket is used for the first time. The insurance can be taken out at any BBH ticket office.

3.2 Ticket loss

Should someone lose a multi-day ticket (2 days or more), it will be replaced upon presentation of the purchase receipt (blocking number receipt). In such event CHF 5.00 will be charged for the new data carrier.

3.3 Misuse / misbehaviour

A photo of each customer is automatically taken anytime passing the ski resort's access systems. All passes are personal and non-transferable. In the event of misuse or misbehaviour on the slopes and at the lifts, a fee of CHF 500.00 will be charged and the pass will be withdrawn immediately. Criminal complaint will be brought in the event of repeated offences. The right to take civil or criminal law measures is reserved.

In case the purchaser violates these provisions, disregards the instructions of the lift staff or behaves recklessly, BBH may exclude him/her from using the lift facilities and slopes and withdraw the ticket without compensation.

Anyone who jeopardises safety and order in the ski area as a result of drunkenness or drug abuse may be temporarily or permanently excluded from using the lift facilities and ski slopes. Anyone who damages or contaminates BBH facilities and equipment must bear the full cost of repair and cleaning. In the event of wilful damage, the right is reserved to press criminal charges. Furthermore, persons may be excluded from being transported to practise a sport if they endanger third parties immediately before the intended transport and there is reason to assume that they will continue to endanger third parties. In the event of repeated offences or in serious cases, the ticket or ski pass may be revoked.

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

- has behaved recklessly,
- has used an avalanche-prone slope,
- has disregarded instruction and prohibition signs which are provided for safety purposes,
- has disregarded the safety orders of the supervisory and rescue services.

4. Not providing the services

If BBH is temporarily unable to fulfil its obligations arising from the transport contract due to circumstances which BBH is not able to avert, the buyer of a cable car ticket has no claims against BBH. This applies in particular in the following cases:

- Cessation of operations and closure of the slopes due to force majeure such as wind and weather influences, danger of avalanche, strikes or official orders;
- Overloading of the transport systems;

- Breakdowns, e.g. due to technical defects or power failures.

5. Accident

If a ticket purchaser suffers an accident while using the railway facilities or in the BBH ski area, he can call on the BBH rescue service. Use of the BBH rescue service is charged as follows: CHF

Transportation with rescue sled:	300.00
Transport with snow bike:	200.00
Outpatient treatment in SOS:	50.00
Transport to the bottom station:	50.00
Additional patrolman needed:	100.00
Use of 2 hours or more per patrolman:	350.00
Use of snow groomer per hour (without personnel):	300.00

Off the marked slopes = at cost

Other third party costs (e.g. REGA, outpatient clinic, doctor's visits) are to be reimbursed directly by the customer. It is up to the customer to assert any claims for reimbursement against his insurance company.

6. Complaints / Liability

Any complaints by ticket purchasers concerning the provision of services by BBH must be addressed immediately to BBH or its employees. Failure to notify BBH immediately will result in the ticket purchaser losing any claims against BBH.

BBH is liable for personal injury and property damage caused by it or its employees in accordance with the following provisions. The relevant provisions of the Swiss Code of Obligations apply in a subsidiary manner. Liability is limited, as far as legally permissible, to grossly negligent and intentional behaviour.

A liability of BBH for material damage and personal injury is excluded in particular in case of accidents as a result of:

- Overestimating one's own abilities;
- Failure to follow instructions, i.e. disregarding markings and information boards, leaving the secured and controlled slopes;
- Disregarding instructions and warnings given by the railway staff or the piste and rescue service;
- Ignoring warnings of avalanche danger;
- Negligent or deliberate behaviour on facilities or ski slopes;
- Taking part in risk sports such as freeriding, downhill biking, paragliding etc.;
- Insufficient preparation of the slopes.

The liability of BBH is essentially based on the guidelines of the traffic safety obligation to ensure safety on snow sports slopes. There is no liability for accidents outside of the secured and marked ski slopes, paths and trails, unless BBH could be accused of a grossly negligent or intentional violation of the obligation to maintain safety on the slopes. Furthermore, any liability for accidents on hiking and sledging trails is excluded.

BBH shall be liable for personal injury or damage to property resulting from non-fulfilment of the contract within the scope of these GTC and the applicable Swiss laws.

Any liability for theft in the ski area or for damage to property by third parties is excluded.

7. Customer data

BBH undertakes to observe the applicable data protection legislation in the handling and processing of all customer data and customer usage data.

Customer data is only used to maintain and improve customer relations, quality and service standards, to maximise operational safety or in the interest of sales promotion, product design, crime prevention, key economic data and statistics and invoicing.

The customer hereby acknowledges and agrees that in cases of joint provision of services in cooperation with third parties BBH is entitled to make customer data available to the third parties concerned to the extent necessary in the interest of providing the services.

In all other respects, the passing on of customer data to third parties is only permitted with the express consent of the customer. An exception only applies if BBH is legally obliged to pass on personal data to third parties.

8. Final provisions

Notifications by email shall be deemed to have been made in writing.

The contract between the customer and BBH is exclusively subject to Swiss law.

The place of jurisdiction for any disputes arising from this contract is Visp.