

## General Terms and Conditions – Ferrovia Monte Generoso SA

### 1. Private / corporate events

#### Stipulation / Contracting Parties

- The contracting parties are:
  - a. the Client
  - b. Ferrovia Monte Generoso SA (hereinafter FMG)
- Proposals/offers shall under all circumstances be considered subject to confirmation. A contract shall be deemed to have been concluded upon signed acceptance of the proposal by both contracting parties.
- Letting or subletting of spaces to third parties, or their use for purposes other than those agreed to in the contract, shall not be permitted except with the written consent of FMG.

#### Deposit

- FMG may demand payment of a deposit of an appropriate amount and/or the details of a valid credit card (holder's name and card number).
- Unless otherwise agreed in writing, the deposit, of up to 50% of the total amount due, shall be payable by the agreed term.

#### Payment

- The fee payable by the Client for the banquet / event is established by the contract and the relative acceptance of the proposal/offer.
- Any extras or any charges accrued under any "as consumed" clause shall be added to the fee.
- The amount outstanding shall be paid at the end of the event, directly in loco, in cash or by credit card. If it has been agreed in advance that an invoice shall be issued for the amount outstanding and/or the extras, the Client shall sign the cash register receipt on the day of the event.
- Any complaints with regard to billing shall be notified immediately.

#### Participants

- The Client shall provide confirmation of the definitive number of people attending at least 10 (ten) days prior to the event.
- From 9 (nine) days prior to the event, FMG shall accept a reduction of no more than 5% in the number of participants compared to the number confirmed and shall charge accordingly.
- In the event that the number of participants is higher than confirmed, FMG shall be entitled to recalculate the agreed fee to cover the actual number of participants.



- FMG shall be entitled to change the Locations (e.g. Restaurant) previously agreed in the event that the number of participants is higher or lower than initially stated.

### **Supplements / Extras**

- If the event continues after 24:00 hrs and unless otherwise agreed between the parties in advance, FMG shall be entitled to charge a supplement for every single service, as envisaged by law.
- The Client is responsible for payment for any additional food / drink ordered by event participants. Moreover, the Client is not entitled to provide food and/or drink for the event itself.

### **Moral obligations on the Client**

- Even if not specifically requested by FMG, the Client shall give prior warning if the contents or nature of the event are such as to attract public interest or to be in any prejudicial or damaging to the interests of the facility.
- The Client shall notify FMG and request its written approval if the event includes press reporting, attendance by political or religious personalities, or exhibition events which conflict with or damage the reputation of FMG.
- The FMG name and logo shall not be used in any way without its prior written authorisation.

### **Technical equipment and connections**

- If technical facilities and equipment are installed, FMG shall be entitled to require the Client to arrange the final inspection of the said facilities and equipment by authorised experts, and to submit the relative inspection certificate unrequested and without undue delay.
- The written consent of FMG is required for the use of electrical equipment belonging to the Client and connected to the facility's system. In this case, FMG is entitled to make a one-off charge for the use of its electrical system. The Client shall be responsible for any interference with or damage to electrical systems caused by the use of its own devices or equipment, unless the facility was responsible for the said interference or damage.
- With the prior permission of FMG, the Client may use its own telephone systems, fax machines and data transmission systems. FMG shall be entitled to request payment of charge for the use of its connections.
- In the event that the connection and use of the Client's technical devices causes damage to FMG's systems, the latter shall be entitled to demand compensation.

### **Fittings and other items installed by the Client**

- Fittings installed by the Client must comply with fire regulations. FMG may demand a fire safety certificate issued by the competent authority.
- To prevent possible damage, structures or objects shall not be fixed to or placed against walls.
- Display and all other items shall be removed promptly on conclusion of the event. In the event of failure to do so, FMG shall be entitled to have the items in question removed and placed in storage and to



charge the relative costs to the Client. The removal and disposal of any materials left on site shall also be charged to the Client.

- The above rules shall also apply to any items rented from third parties and placed on the facility's premises.

## **Withdrawal / Cancellations**

### By the Client:

- No charge up to 10 (ten) days prior to the event date.
- Charge of 50% of the total fee from the 9th (ninth) to the 3rd (third) day prior to the event.
- Charge of 100% of the total fee from the 2nd (second) day before to the day of the event itself.
- In case of withdrawal, the Client shall also refund any costs incurred for the rental or purchase of technical equipment, items or decorations ordered for its event.
- For group Train & Self-Service bookings, there shall be no charge for cancellation of the booking by the Client up to 72 hours prior to the event. After 72 hours, 100% of the total cost of the event shall be charged.
- For group Train only bookings, there shall be no charge for cancellation of the booking by the Client up to 24 hours prior to the event. After 24 hours, 100% of the total cost of the event shall be charged.

### By FMG:

- FMG shall be entitled to withdraw from the contract if the deposit is not paid by the agreed date.
- FMG shall also be entitled to withdraw from the contract without any requirement to pay compensation to the Client in the following cases:
  - a. In case of force majeure or other circumstances beyond the control of FMG which prevent fulfilment of the contract.
  - b. If, further to an objective assessment by FMG, it is considered impossible to fulfil the contract, such as in case of a weather alert, which constitutes a danger to the safety of people, material or infrastructures.
  - c. If essential information and details, such as the identity of the Client (and its guests/participants) or the purposes of the event, were misrepresented when requesting services or events themselves.
  - d. When there are reasonable grounds for suspecting that the event may publicly damage the reputation of FMG for reasons unrelated to FMG's operations or matters under its control.
  - e. In the event of breach of point 3 of the **Stipulation / Contracting Parties** clause of this contract.

## **Groups and Agencies**

- The stated prices are net and do not include any additional commissions.
- All extras and individual orders are excluded and must be paid for in loco at full price or as specified in the contract.
- Booking is compulsory for groups of 10 people or more.



- One person (driver or group leader or guide) is entitled to the free train ride. In case the menu is chosen, the train + lunch package is also charged for the driver.
- With regard to the number of participants, the rules set forth in the Participants clause apply.
- One (1) menu must be chosen for the entire group and confirmed at least 10 days prior to the event, also stating any dietary preferences and allergies (e.g. vegetarian or vegan or specific intolerances).

## **Liability**

### Liability of the Client:

- The Client shall be liable for any damage to the facility and/or furnishings caused by it and/or its guests/participants, visitors, staff or third parties involved in the event. The Client shall therefore provide its own suitable insurance cover.
- FMG may require the presentation of documents to prove that such insurance cover has been put in place prior to the event.

### Liability of FMG:

- FMG shall not be held liable on any grounds except in case of wilful malpractice, serious negligence or non-compliance with material obligations on its part.

## **Parking**

FMG has a pay-to-use carpark for Clients at Via Segoma, 6 at Capolago.

- Unless otherwise specified in the contract, the parking charge is CHF 8.- / per day, payable at the automatic payment point or the station ticket office.
- The parking receipt must be placed in a clearly visible position on the dashboard of the vehicle.
- The carpark is unattended and FMG declines all liability.

## **Concluding provisions**

- The General Terms and Conditions shall apply unless otherwise agreed in writing between Ferrovia Monte Generoso SA and the Client.
- The FMG General Terms and Conditions are published on the [www.montegeneroso.ch](http://www.montegeneroso.ch) website.
- Any amendments to the contract and/or the General Terms and Conditions must be made in writing and shall not come into force unless confirmed by FMG in writing.
- The place of execution and payment shall be at the registered office of FMG.
- Should any individual provisions of the General Terms and Conditions cease to have effect or be or become invalid, this shall not affect the validity of the remaining provisions.
- The contract and the Ferrovia Monte Generoso SA General Terms and Conditions shall be governed by Swiss domestic law. Any dispute concerning the interpretation or implementation of the contract and/or the General Terms and Conditions shall fall under the jurisdiction of the courts of Mendrisio.



## **Online purchases: Gift Cards / Subscriptions / Events organised by FMG**

### Gift cards:

- Prepaid gift cards are available for purchase online or from the Capolago ticket office
- They can be redeemed at any FMG point of sale (Capolago ticket office, Camping Monte Generoso, Buffet Bellavista, Fiore di pietra).
- Cards are valid for 5 years from the date of issue.
- They are transferrable.
- They cannot be redeemed for cash.
- They will not be replaced or refunded if stolen or mislaid
- The purchase of Gift Cards is limited to a maximum value of CHF 3.000 per person.

### Subscriptions:

- The subscription is personal, nominative, and non-transferable; its validity is indicated on the card or PDF.
- The subscription is non-transferable to third parties.
- FMG staff reserves the right to request an identity document.
- The subscription must always be shown in its original form when boarding the train; digital applications or photos on mobile phones are not allowed.
- The subscription is valid on all railway routes and can only be used for regular rides with the electric train according to the official timetable at [www.montegeneroso.ch](http://www.montegeneroso.ch).
- The subscription is not valid for other offers or the steam train.
- Subscription holders can benefit from a 10% discount on food and beverages at FMG catering points and the shop (excluding tobacco and alcoholic beverages, as well as the shop at the campsite) by presenting the card or the PDF version, excluding calendar events.
- Families are considered to be married couples with or without children (6 – 15.99 years), cohabiting couples with children, or same-sex couples with a registered partnership with or without children.
- With the family subscription, it is understood that the family always travels together.
- The subscription does not guarantee a seat.
- The COMBI subscription does not guarantee space for bicycles, and it is advisable to notify them in advance.
- Paragliding backpacks must be loaded onto the wagon and cannot be transported on the train.
- Subscriptions purchased online (PDF) cannot be converted into card format and vice versa.
- In case of loss or theft, the subscription can be replaced with a fee of CHF 10.00.
- The subscription can be refunded up to 24 hours after purchase.

### Events organised by FMG:

- Event tickets can be purchased and paid for directly online or at the ticket counter at Capolago railway station.
- Once purchased, event tickets are non-refundable but can be transferred to third parties for the booked event.



- If an event has to be cancelled by FMG, the full amount will be refunded (depending on the method of purchase/payment by electronic means or directly on site in Capolago at the FMG ticket counter).
- The event ticket is only valid for the specified date and not for other event series of the same name.
- There will be no refund if the ticket is lost.
- If the departure time of the train is missed (traffic etc.), there will also be no refund and the ticket will expire.

**The contract and the Ferrovia Monte Generoso SA General Terms and Conditions shall be governed by Swiss domestic law. Any dispute concerning the interpretation or implementation of the contract and/or the General Terms and Conditions shall fall under the jurisdiction of the courts of Mendrisio.**