

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTB) of Luftseilbahn Engelberg – Fuerenalp AG and Fürenalp Mountain Restaurant

GENERAL

Luftseilbahn Engelberg – Fuerenalp AG (hereinafter referred to as "LEF") is a cable car company with a leased gastronomy operation. A guest is any natural or legal person who has concluded a contract with the LEF.

For reasons of readability, the masculine form is chosen in the following text. All personal designations apply equally to all genders.

1. Scope of these General Terms and Conditions of Business (GTC)

These General Terms and Conditions of Business (hereinafter referred to as "GTC") apply to all services and products (referred as "Services") – whether paid or free of charge – as well as gastronomy provided by LEF. Additionally, special terms applicable to specific LEF services may apply. The customer will be informed of these, if applicable, before using the service. By using LEF's services, the customer acknowledges the validity of these GTC. A written copy of these GTC can be obtained from LEF or viewed on the website www.fuerenalp.ch.

2. Conclusion of contract

The contract with LEF is concluded with unconditional acceptance, i.e., with the purchase of one or more services. From this point on, the rights and obligations from the contract, including these GTC, become effective.

3. Service description

LEF undertakes to provide the services described. The basis for this is the service descriptions in valid brochures or on the website. Special rates and special requests are only part of the contract if they have been confirmed in writing. All information not provided by LEF or information from third parties is non-binding and does not establish a service obligation for LEF.

4. Prices

The current and binding prices are available directly from LEF. Alternate agreements between the customer and LEF remain reserved. Price changes are published in advance and can be made at any time and for any date.

All prices are in Swiss Francs (CHF) and include the value-added tax (VAT No. CHE-103.065.887). The details and prices listed in publications are without guarantee, availability, and errors excepted.

Changes to the VAT entitle LEF to adjust its rates without prior notice.

5. Terms of payment

Payment is generally made directly at the time of the contract by purchasing a ticket, and billing is not provided. An exception must be agreed upon in advance.

If payment is made by invoice, the customer is obliged to pay the full invoice amount by the due date. Objections to the invoice must be made in writing and justified within 10 days.

If the customer fails to meet the payment obligation within the specified payment period, they will be in default upon expiry of this period without further notice, and a default interest of 5% will become due. If payment is not made even after the second reminder, LEF is entitled to suspend all services to the customer without further notification.

LEF may demand advance payment for services in whole or in part. For events with a foreign invoice address, a credit card number with expiration date and CVC code must be provided. This also applies to events booked from abroad. Different agreements between the customer and LEF remain reserved.

If the customer is in default with the payment of the deposit, LEF is entitled to withdraw from the contract. Bank transfer and check fees are borne equally by the sender and the recipient.

6. Vouchers

All vouchers issued by LEF can be redeemed at all operating branches. Purchased vouchers are valid until the indicated date. Where none is specified, a maximum validity of 10 years applies. Expired vouchers are only extended once (upon proof of purchase). Vouchers that were issued free of charge (sponsorship, PR purposes, etc.) will not be extended.

Vouchers cannot be exchanged for a cash payment. LEF is not obligated to accept unpaid vouchers as a means of payment. Should LEF have to close or cease operations for any reason, the vouchers will expire without compensation. This also applies if the operation changes ownership. In such a case, LEF as the original issuer of the vouchers cannot be held liable.

7. Customer obligations

The customer is obliged to use all facilities, restaurants, and premises, including all furnishings and machines therein, with due care and, where applicable, according to the instructions of the staff. The customer is liable for all damages resulting from misuse.

8. Liability

LEF is obligated to provide the services carefully according to the contract, GTC, and other contractual provisions. LEF is only liable for intentional or grossly negligent contractual or non-contractual damage. The burden of proof lies with the customer. Any further liability (slight, moderate negligence; strict liability) is excluded. LEF is not liable for circumstances resulting from unforeseeable events or force majeure.

Any complaints regarding LEF's service provision must be reported immediately to LEF. Failure to report immediately will result in the loss of any claims against the company.

9. Insurance

LEF has taken out the industry-standard insurance policies. The customer is liable for damages and losses caused to LEF by them or their assistants, without the need for LEF to prove fault. The customer is recommended to take out supplementary insurance cover.

10. WLAN use

The use of LEF's WLAN is at the user's own risk. LEF expressly disclaims liability for all resulting consequences. Users are expressly prohibited from using the network for illegal, criminal, and/or immoral content and activities.

Cable car Operation

11. General provisions

All tickets are personal, non-transferable, and must be presented to the inspection staff upon request. They are only valid during the published season and operating times. For evening and special events outside regular operating hours, season tickets are not valid unless otherwise officially communicated.

Tickets cannot be exchanged for other tickets afterward. Some tickets are issued on an electronic card (KeyCard). A deposit fee of CHF 5.00 per card is required. The deposit will not be refunded for defective KeyCards. For tickets valid for 3 days or more, LEF may request a photo of the holder.

12. Identification Requirement

To purchase discounted tickets (children, seniors), official identification with the date of birth must be provided and presented without being asked. Without presenting the relevant identification, no deviation from the standard rate will be granted. The date of birth at the time of purchase is decisive.

Local rates only apply when presenting a valid local ID from Engelberg, Canton Obwalden.

With the official ID card for travelers with disabilities (companion card), one accompanying person travels for free. If a person with this card is accompanied by more than one person, one person travels for free, and the cheaper rate applies to the second person.

13. Loss or theft

Day and multi-day passes, single rides, and hiking day passes will not be replaced in case of loss or theft. When purchasing a LEF season ticket, the customer receives a receipt. In case of loss or theft of the season ticket, a replacement will be issued upon presentation of this receipt. The replacement fee is CHF 10.00, and the new KeyCard costs CHF 5.00.

14. Control / Misuse and counterfeiting

A photo is required to create the season tickets. The electronically recorded personal data is stored in a database. When passing the reading devices, the photo and name of the owner appear on an internal computer. Employees of LEF can check all types of tickets at any time within the area. Fraudulently used tickets will be confiscated. The customer must pay for a regular ticket for that day. The ticket will be confiscated, and the owner will be contacted and may retrieve it against a fine of CHF 100.00.

Civil and criminal prosecution remain reserved.

15. Refunds in case of operational interruption / suspension

If LEF is unable to fulfill its obligations under the transport contract due to circumstances beyond its control, either temporarily or partially, the buyer of a ticket has no claims against LEF. This applies particularly in the following cases:

- Suspension of operations and closures due to chance or force majeure such as wind and weather conditions, avalanche risk, strikes, or official orders.
- Overloading of transport facilities or overcrowding of facilities resulting in possible waiting times.
- Operational disturbances, e.g., due to technical defects or power failures.
- Interruptions and temporary suspension of parts of the transport facilities due to construction or maintenance work.

16. Refunds in case of closures

Closures of winter or summer activities (trails, snowshoe trails, via ferrata, etc.) do not entitle to a refund or extension of tickets.

17. Exclusion from transport

Persons may be excluded from transport if they

- Are intoxicated or under the influence of drugs;
- Behave improperly;
- Do not comply with the usage and conduct rules or the instructions issued by the staff based on these rules.

18. Transport for the practice of a sport

If the weather conditions are unsuitable for practicing a sport, particularly in the case of avalanche danger, individuals may be excluded from transport for the practice of that sport.

Furthermore, individuals may be excluded from transport for practicing a sport if they endanger third parties immediately before the intended transport and if there is reason to believe that they will continue to endanger others. In cases of recurrence or serious incidents, the ticket may be confiscated.

Endangering others particularly includes the following situations:

- Reckless behavior;
- has travelled down an avalanche-prone slope;
- Ignoring warning and prohibition signs that serve safety purposes;
- Resisting the safety instructions of supervisory and rescue services.

19. Winter activities such as hiking trails, snowshoe trails, etc.

The Fuerenalp area is partially high-alpine. Guests must strictly adhere to the markings. Special dangers may arise with "off-piste runs" (avalanches, snow cornices, rocks, or other natural hazards). Leaving the winter hiking trails/snowshoe trails and sledging paths is at one's own risk! Entering the forest and wildlife protection zones is prohibited.

The LEF monitors and controls only marked and open activities. The activities are marked with poles. The instructions of LEF, the markings, and the corresponding rules must be strictly followed.

In case of an accident, the valley station should be notified immediately. SOS operations and search missions by LEF and/or third parties (Rega, ARS, doctors, etc.) are chargeable and are the responsibility of the person responsible. Any reimbursement claims must be made by the customer to their insurance.

Outside operating hours, the activities are closed and not secured against dangers such as avalanche or snow groomers. Danger to life!

20. Summer activities such as trails, via ferrata, playgrounds, etc

The use of hiking trails, adventure trails, alpine hiking trails, playgrounds, barbecue areas, via ferrata, climbing gardens, and the LEF infrastructure are at your own risk.

INTERNET AND DATA PROTECTION

21. Legal information

By accessing www.fuerenalp.ch, you agree to the following terms and conditions.

22. Copyright

All content on the website www.fuerenalp.ch is protected by copyright. All rights belong to Luftseilbahn Engelberg – Fürenalp AG or third parties. The elements on the website [fuerenalp.ch](http://www.fuerenalp.ch) are freely accessible for browsing purposes only. Reproduction of the material or parts thereof in any written or electronic form is only permitted with the express consent of LEF. Reproducing, transmitting, modifying, linking, or using the website [fuerenalp.ch](http://www.fuerenalp.ch) for public or commercial purposes is prohibited without the prior written consent of LEF.

23. No Warranty

All information (especially prices, reservations, online calculations) is provided without guarantee. LEF does not guarantee that this data is always fully up-to-date. LEF also assumes no liability for internet malfunctions, damage caused by third parties, imported data of all kinds (viruses, worms, trojan horses), as well as for links from and to other websites. LEF has no control over the content and design of external websites.

The error-free operation of hardware and software cannot be guaranteed. The site may contain technical inaccuracies or typographical errors. LEF reserves the right to change or update the information on this site at any time and without prior notice. This also applies to improvements and/or changes to the products or programs described on this site.

Under no circumstances shall LEF be liable to the guest or third parties for any direct, indirect, special, or consequential damage arising from the use of this or a linked website. Any liability for lost profits, business interruption, loss of programs, or other data in information systems is also excluded, even if we are expressly advised of the possibility of such damage.

24. Data protection

Certain areas of the facilities are monitored. Additionally, video surveillance is carried out at specific points, and there is a webcam. LEF is committed to complying with the applicable data protection laws when handling and processing all customer data and customer usage data. Customer data is only used to maintain and improve customer relationships, quality, and service standards, to maximize operational security, or in the interest of sales promotion, product design, crime prevention, economic indicators, statistics, and billing.

The customer acknowledges and agrees that LEF is entitled to make customer data available to third parties to the extent necessary for the provision of services when working jointly with third parties. Otherwise, the transfer of customer data to third parties is only permitted with the express consent of the customer.

25. Additional Informationen

The statements on this site do not constitute any contractual or other formal rights against or on behalf of any party. If you have questions or comments about our legal notices or data protection, please contact: info@fuerenalp.ch

26. Kiosk and Souvenir Shop (Merchandise)

LEF may change or adjust prices at any time. The price provided on the original server at the time of contract conclusion is binding. All prices on shop items include statutory VAT. Shipping costs are charged additionally.

GASTRONOMY

27. Change in number of participants for reserved groups

The customer is required to provide the final and binding number of participants as early as possible, but no later than 48 hours before the event.

28. Information for group bookings

The organizer must provide LEF with the detailed program, information about the ascent and descent with LEF, details about room setup, the type and scope of technical equipment, and all information necessary for the smooth running of the event no later than 10 days before the event. Additional information requested by LEF must be provided by the organizer.

If the agreed start and end times of the event are postponed, the resulting costs may be charged by LEF. This does not apply if LEF is responsible for the delay.

29. Cancellations general and group events

Significant changes or cancellations of events must be communicated to LEF as early as possible and in writing. If the reservation is completely canceled without LEF being responsible, the following cancellation fees (in % of the reserved services) are generally payable:

- Cancellation up to 40 days before the agreed date: Free of charge
- Cancellation 39 – 20 days before the agreed date: 30%
- Cancellation 19 – 10 days before the agreed date: 60%
- Cancellation 09 – 0 days before the agreed date: 100%

If the reserved services and accommodation services (cable car ride, menu & drinks) have not yet been specified, an amount of CHF 100.00 per person is considered as the basis for calculation. The calculation is based on the receipt of the written cancellation by LEF.

If the reserved services and accommodation services can be re-rented at the same price and for the same duration as originally agreed, a processing fee of CHF 50.00 will be charged.

30. Bringing food and beverages

The organizer is generally not allowed to bring food and beverages to the event. Exceptions require a written agreement with LEF. In such cases, a contribution to cover overhead costs (service costs) will be charged.

31. Surcharges

LEF reserves the right to apply price surcharges for special requests and services. Such requests and services must be communicated in advance, otherwise they may not be accommodated.

FINAL PROVISIONS

32. Changes to the General Terms and Conditions (GTC) and Other Contractual Provisions

LEF reserves the right to amend the GTC and other contractual provisions at any time. Changes to the GTC will be communicated to the customer in a timely manner, specifying the date of entry into force. If the customer is significantly disadvantaged by the changes to the GTC, they are entitled to terminate the contract upon the entry into force of the amended GTC. The right of termination expires when the change takes effect.

33. Applicable law and jurisdiction

Swiss law exclusively applies to contractual relationships with LEF AG and its customers (clients, buyers), including the question of the formation and validity of the contract. The invalidity of individual provisions of the contractual relationship does not result in the invalidity of the entire contract. The place of jurisdiction is Engelberg, although LEF reserves the right to file suit at the defendant's place of residence.

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Luftseilahn Engelberg - Fuerenalp AG

Wasserfallstrasse 222
CH-6390 Engelberg

Phone: +41 (0)41 637 20 94
E-Mail: [: info@fuerenalp.ch](mailto:info@fuerenalp.ch)
Website: www.fuerenalp.ch