

## 1. GENERAL

- The Individual travelcard is personal, non-transferable and registered to a named individual.
- The Family travelcard is valid for one or two adults and up to four children who are under 16 on 1 January 2021. It is non-transferable and registered to named individuals.
- The Individual + 1 (duo) card is nominative and non-transmissible. The fellow traveller does not need to be mentioned by name. However he needs to travel together with the card holder. The travelcard allows the user to take an unlimited number of trips on timetabled CGN services, except on lines N1 (Lausanne-Evian), N2 (Lausanne-Thonon/Morges-Thonon), N3(Nyon-Yvoire/Nyon-Nernier-Yvoire) on weekdays.
- A boat taken out of service for maintenance may be replaced by another which is less accessible, slower or lower in capacity. Technical problems, bad weather conditions as well as sanitary measures during a pandemic/epidemic situation can lead to partial or full cancellation of some services. Under no circumstances will these scenarios constitute grounds for a refund or compensation of any kind.
- The card does not guarantee space onboard in case the boat is fully booked. No refund or compensation can be requested in this case.

## 2. VALIDITY

- The travelcard is valid from 1 January to 31 December 2021.
- The travelcard can be used on all timetabled tourist services as well as on the N1 (Lausanne-Evian), N2(Lausanne-Thonon/Morges-Thonon), N3(Nyon-Yvoire/Nyon-Nernier-Yvoire) on Saturdays, Sundays and public holidays while the travelcard is valid. It cannot be used on special services, during events or on Fondue cruises.

## 3. ORDERING AND PAYMENT

- The request for the card can be done on our website or at the CGN ticket desks.
- Payment is due at the time of the request in Swiss Franc only.

## 4. INSPECTION

- The travelcard must be presented to inspectors without undue prompting.
- They may also ask to see an official, valid identity document (passport, ID card or driving licence) for all individuals named on the travelcard.
- For the Individual + 1 (duo) card only the card holder needs to identify himself with an official document ( ID card, passport).

## 5. FORGOTTEN TRAVELCARD

- The holder will have to purchase a ticket at the current rate for the journey made. No refunds may be requested.

## 6. LOST/STOLEN TRAVELCARD

- The holder of the travelcard is required to visit CGN's offices to obtain a replacement copy at a cost of CHF 30. Should the original travelcard be found, it must be returned to CGN.

## 7. ILLNESS/ACCIDENT

- Passengers may request a pro rata refund if illness/accident prevented them from using their travelcard for at least 30 consecutive days in an individual case, all within

its period of validity. This refund may be requested no more than 30 days after the travelcard has expired unless the passenger's inability to travel is certified beyond the end of the validity period. In all cases, they are required to provide a medical certificate stating their "inability to travel" in order to claim a refund. To this end, the medical certificate, travelcard and bank details must be sent to CGN SA Customer Services, Rhodanie 17, P.O. Box 390, CH-1001 Lausanne. Refunds are calculated as follows: (price paid x number of days not used)/365.

## 8. PASSENGERS WITHOUT A TICKET FOR TRAVEL/ABUSE/FORGERIES

- In accordance with the Swiss Passenger Transport Act (PTA) (Art. 20, para. 1), "passengers who do not present a valid ticket for travel is considered to be a passenger without a valid travel ticket and must pay the surcharge in force". A report will be written up and the charge in force will be levied. If they do not pay immediately, the report will be passed to the national registry of fare-dodgers.
- Additional administrative charges will be levied if the passenger has to be invoiced. The abusive or fraudulent use of a ticket for travel will result in its immediate confiscation without compensation. The right to take action under criminal or civil law remains reserved. Tickets for travel may also be confiscated without compensation if passengers fail to comply with regulations or safety instructions.

## 9. CHECKS AND SAFETY ON BOARD

All passengers onboard are subject to the Captain's authority. The Captain has the right to refuse access to the boat or to have removed from the boat any person who: is under the influence of alcohol or drugs; behaves in an indecent manner; does not respect the rules applicable onboard the boat or does not respect the Captain's orders. If need be, the Captain may request police assistance. He may interrupt a cruise to hand a person over to the police. The crew only receives orders from the Captain. The Horizon card must be presented onboard the boat when there is a ticket inspection.

## 10. LIABILITY AND DISPUTES

The Customer guarantees the respect of the above conditions and the regulations on navigation for all individuals who board at his request the CGN boats. In this respect, he is jointly and severally answerable for any damage that could be caused to the CGN.

## 11. INSURANCE

The CGN takes out the usual insurance policies for the boat with coverage against fire and water damage.

## 12. PLACE OF JURISDICTION

**Any dispute relating to this contract, notably concerning its existence, validity and interpretation, shall only be referred before the courts with jurisdiction in Lausanne, Vaud, Switzerland. Swiss law shall alone apply.**