

Contractual Agreements for bus-rental without driver (selfdriving)

General articles of agreement (busmiete.ch GmbH)

1. Beginning and end of rental period

Every leasing agreement starts and ends at the domicile of the rental company when the vehicle returns back there. By circumvention of the lease accession or a contingency extension the rental has to be informed immediately. Is the leased vehicle not brought back at the agreed time the rental company is authorised to charge a daily base rate for each expired day. An extension for a term of lease can be requested twenty four hours before end of contract. By cancellations on the day where the contracts begins the renter owes the rental company one daily base rate leasing for compensation.

Cancellation policy:

- Up to 1 week (7x 24h) beforehand: flat rate of CHF 45.-
- Up to 3 days (3x 24h) beforehand: 30% of the invoice amount
- Up to 1 day (24h) beforehand: 60% of the invoice amount
- Within 24h before rental: 100% of the invoice amount

2. Authorization to the use of rental vehicle

People with a valid driver's licence for the mentioned category are authorized to drive the rental vehicle:

- 8+1 seat: Cat. B
- Till 16+1 seat: Cat. D1
- Over 16+1 seats: Cat. D

Second drivers are only permitted with the hirer's agreement. Damages and problems on the vehicle which were caused by second drivers are not covered by the insurance unless the hirer is not informed about a second driver. The driver must be twenty years of age and possess a driver's license since for at least a year. It is forbidden to accomplish rides for money, to lease to a third person and to accomplish learn rides. Likewise it is prohibited to use the vehicle for any kind of races or rallies. The leaser has the full responsibility over the consequences of incidents like breaking the traffic law caused through the leaser or a third person.

3. Rental vehicle, diesel, ban on smoking

· All costs of fuel are to be paid by the leaser. If Busmiete.ch GmbH fill up the tank, so you have to pay an additional amount of CHF 25.- and the costs of fuel.

· The leased vehicle must be handed back in roadworthy condition; cool water, fuel and engine oil are filled up. The leaser is obligated to check water and oil level as well as the tire compression after long rides (there are to be corrected if necessary).

· The leased vehicle has to be driven in a careful manner and under consideration of all valid and legal regulations.

· Cleaning: extreme dirt will be charged from the leaser's account after handling back the vehicle.

· Ban on smoking (symbol)

· Smoking is absolutely forbidden in the vehicles!!! A contrary action means "extreme dirt" and will be charged with min. sFr. 50.-- .

· Goods in transit: transport regulations are the matter of the leaser. Capacity of load, roof and

trailer are according to the documents of the vehicle. See also bulletin for the use of the trailer

· Objects found: objects will be kept for a maximum of 30 days.

4. Duties by accident

The leaser/driver must immediately advise the rental company (phone +41 61 545 95 95), the police and complete the European accident protocols (see glove box). Furthermore are all names and addresses of people involved (also witnesses) in the accident must be collected. Oral or written assurances to third persons concerning accomplishments to the injured party are prohibited and stay extraneous for the rental company.

5. Insurance

Liability insurance:

There is a liability insurance for the bus vehicles that covers all legal liability claims by the third party against the holder or driver of the rented vehicle for damage of persons or material which are caused during the use of the leased vehicle. For every claim there is retention of Fr. 1000.-- on the renter's account. In case of wantonly negligent attitude from the driver the amount must be regressed to the insurance company.

Full collision :

The physical damage insurance covers full costs (carriage, chassis and vehicle theft) that affect the vehicle. Any damages on wheels, rims, rear view mirrors, aerials, seat cushions and interior equipment etc. caused by improper attendance or by breaking the duty of care means these costs are not covered and must be acquitted from the leaser.

Fr. 2000.-- on the renter's account. In case of wantonly negligent attitude from the driver the amount must be regressed to the insurance company.

In the insurance baggage and personal objects from the leaser or the users of the vehicle are not included.

→ Voluntary reduction of deductible against extra charge for buses till 3.5t:

The deductible amount of CHF 1000.-- (liability) and CHF 2000.- (full collision) in case of an damage can be reduced to the max. of CHF 350.- with the aid of a additional fee.

6. Exeptions of deductible reduction

If the leaser reduce the deductible although there are still claims which are not covered. These are: damages on wheels, rims, rear view mirrors, aerials, seat cushions and interior equipment etc. caused by improper attendance or by breaking the duty of care. The costs must be acquitted from the leaser.

7. Repairs

The leaser is obliged to check the vehicle before the contract begins. By silence it will be assumed that the leased vehicle is in a good condition. For damages that occur during the contract the leaser/driver takes the whole responsibility. In general emergency repairs must be completed

through a repair shop chosen from the rental company. No repairs or changes are allowed without the acceptance from the rental company. If there are any repair emergencies the leaser/driver is able to demand the issue of an invoice to the rental company.

8. Automobile roadway repair service

The vehicle is kept in good condition and checked regularly. Anyhow if a defect appears you should proceed on this following order:

1. Call the Touring Club Switzerland. Our company card for the TCS and all necessary details are located inside the glove box from all vehicles. The competent workers of the insurance company will inform you about the next steps.
2. Inform the owner (+41 61 545 95 95)

9. Claim of Rental Company

The rental company is not liable to the leaser/driver or a third person for an accidental damage that took place during the contract. Either does the rental company take any liability for damage that could occur for the leaser/driver a defect of the rental vehicle, be it a hindrance in continuing the journal, loss of time or other caused consequential loss. However the TCS insurance indemnifies a claim for a replacement vehicle, an overnight stay or a return journey or whatever is necessary and possible.

10. Fulfilment of a contract

If the leased vehicle is not roadworthy between the end of contract and the beginning of rental the rental company is authorized to abdicate the contract without any compensation. If possible the rental company allocates a replacement vehicle to the leaser/driver. By violation of the contract regulations trough the leaser/driver the rental company may charge a bailment for the possible damages caused. Any advanced claims remain formally reserved.

11. Privacy Policy

It will apply the provisions of Swiss data protection law. The stored data is not made available to third parties. The Company does not store credit card data. The customer agrees to the processing of their data within the company.

12. Additional regulations

In addition to these regulations the Swiss obligations rights are in force.

13. Place of jurisdiction

Place of jurisdiction for the judgement of all disputes from the contract is Münchenstein/ Arlesheim/BL. The leaser formally declares to abdicate his prudent residence place of jurisdiction to fold in the agreed jurisdiction.

These above mentioned general contract regulations including the jurisdiction agreement represent an integrated component from conventions according to the motorcar-lease contract.

Busmiete.ch GmbH, May 2012