

General Terms and Conditions for bus charter (AGB-Mietomnibus)

Autobus Oberbayern GmbH, Heidemannstraße 220, 80939 München

§ 1 Offer and conclusion of the contract

1. Offers submitted by the bus company are non-binding unless otherwise agreed in writing.
2. The chartering party may place the order in writing, via e-mail or by word of mouth.
3. Unless otherwise expressly stated, the contract shall be concluded by the bus companies corresponding confirmation of the order in writing or via e-mail. If the contents of the confirmation deviate from the contents of the order, the contract shall be based on the confirmation, if the chartering party accepts the confirmation as binding within one week from receipt or the service is provided according to the confirmation without opposition.

§ 2 Scope of services

1. The scope of services shall be defined by the specifications contained in the order confirmation. § 1 Section 2 and § 3 shall not be affected.
2. The services shall include the provision of a vehicle of the stipulated type with driver and carriage of passengers; the terms regarding the contract to produce a work shall not apply.
3. The services shall not include:
 - a. the fulfillment of the purpose of the journey,
 - b. the supervision of passengers, in particular children, adolescents and persons in need of assistance,
 - c. the supervision of items which the chartering party or his passengers leave behind on the vehicle,
 - d. the supervision of luggage during loading and unloading the vehicle,
 - e. the information about the regulations relevant for all passengers, as in particular foreign exchange, passport, visa, customs and health regulations, and the compliance with these regulations,

unless otherwise expressly stated.

§ 3 Modifications to the scope of services

1. The bus company shall be entitled to modify the scope of services, if the circumstances that necessitate the modification are not caused by the bus company in bad faith and as far as the modification is not considerable and reasonable for the chartering party. The bus company will inform the chartering party about the reason for changes immediately after the notification.
2. Modification in the scope of services by the chartering party shall be permitted upon approval by the bus company. It must be made in writing or agreed via e-mail unless otherwise agreed.

§ 4 Prices and payments

1. The price stipulated in the confirmation shall be binding.
2. Incidental expenses, e.g. road charge and parking fees, accommodation expenses for the driver(s), are not included in the price unless otherwise agreed.
3. Additional costs caused by modifying the services on request of the chartering party shall be charged in addition.

4. The assertion of costs incurred as a result of damage to the bus or having to clean it up or shall remain unaffected.
5. Invoices shall be payable upon receipt without deduction.
6. The bus company shall be entitled to demand a full prepayment, if the chartering party is a private person or a foreign enterprise.

§ 5 Withdrawal and termination by the chartering party

1. Withdrawal from the contract

The chartering party shall be entitled to withdraw from the contract prior to departure. If the chartering party withdraws from the contract, the bus company shall be entitled to charge an appropriate payment of compensation, unless the withdrawal is due to circumstances for which the bus company is responsible or the withdrawal is due to modifications to the services by the bus company which are unreasonable for the chartering party. The amount of the payment of compensation shall be calculated on the basis of the stipulated price by deducting the saved expenditures and realized proceeds by using the vehicle otherwise. The bus company shall be entitled to fix the payment of compensation into lump sums as follows:

In the event of a withdrawal

- a. within 29 to 20 days prior to departure 10 % of the stipulated price
- b. within 19 to 10 days prior to departure 25 % of the stipulated price
- c. within 9 days to 24 hours prior to departure 50% of the stipulated price
- d. within less than 24 hours prior to departure 90% of the stipulated price

if and to the extent that the chartering party does not prove that no damage has arisen or that the damage is substantially lower than the lump sum payments.

2. Termination

- a. In case of necessary modifications after departure, the chartering party shall be entitled - without prejudice to other rights –to terminate the contract, if the modifications are unreasonable for the chartering party. In that case the bus company shall be obliged – on request - to carry the chartering party and the passengers back to the point of departure. The carriage shall be solely performed with the means of transport stipulated in the contract. Additional costs arising out of termination due to force majeure shall be paid by the chartering party.
- b. Other claims of the chartering party shall be precluded if the necessary modifications are caused by circumstances for which the bus company is not responsible.
- c. In case of termination of contract the bus company shall be entitled to charge an appropriate remuneration for the services already rendered and still have to be rendered according to the contract, provided that the services are still of interest for the chartering party in spite of the termination.

§ 6 Withdrawal and termination by the bus company

1. Withdrawal from the contract

The bus company shall be entitled to withdraw from the contract, if exceptional circumstances for which the bus company is not responsible, make it impossible to render the services. In this case the chartering party shall be entitled to demand compensation solely for necessary expenses related to the order.

2. Termination

- a. The bus company shall be entitled to terminate the contract after departure, if the services to be provided are considerably complicated, endangered or significantly impaired either as a result of force majeure or unforeseeable circumstances as for example war or warlike operations, hostilities, rebellion or civil war, arrestment, confiscation or restraint by state organizations or other persons, road blockade, quarantine activities, as well as strikes, lock-outs or stoppage of work, for which the bus company is not responsible, or as a result of the behaviour of the chartering party. In case of termination of contract the bus company shall be obliged - on request - to carry the chartering party and the passengers back to the point of departure. The carriage shall be solely performed with the means of transport stipulated in the contract. The obligation shall be canceled if and to the extent that the carriage of individual persons is unreasonable for the bus company because of circumstances the individual persons are responsible for. Additional costs arising out of termination due to force majeure shall be paid by the chartering party.
- b. In case of termination of contract the bus company shall be entitled to charge an appropriate remuneration for the services already rendered and still have to be rendered according to the contract, provided that the services are still of interest for the chartering party in spite of the termination.

§ 7 Liability

1. The bus company shall be bound to render the services with the due diligence of a prudent businessman.
2. The bus company shall not be liable for defaults caused by force majeure or unforeseeable circumstances, that considerably complicate, endanger or significantly impair the provision of the service, as for example war or warlike operations, hostilities, rebellion or civil war, arrestment, confiscation or restraint by state organizations or other persons, road blockade, quarantine activities, as well as strikes, lock-outs or stoppage of work, for which the bus company is not responsible.
3. The regulations about carrying the passengers back to the point of departure shall not be affected.

§ 8 Limitation of liability

1. Bus company's liability for contractual damage claims or claims that are based on tortious or unlawful act concerning damages that are no result of personal injury shall not exceed a maximum amount of three times the charter fee (Cf. above § 4). Bus company's liability per single passenger shall not exceed a maximum amount of three times the charter fee attributable to this person.
2. § 23 of the Personenbeförderungsgesetz (PBefG, i.e. German Passenger Transport Act) shall not be affected. According to this provision bus company's liability for property damages is excluded in so far as the damage per person exceeds 1,000.00 €.
3. The limitations named in Sections 1 and 2 above shall not apply if the damage to be assessed is based on intent or gross negligence of the bus company its personnel or its servants.
4. The bus company shall not be liable for damages that are based solely on a culpable act by the chartering party or by one of its passengers.
5. The chartering party shall indemnify the bus company its personnel and servants from all claims based on the facts and circumstances covered in § 2 Section 3 lit. a. - e.

§ 9 Baggage transport rules

1. Bus company will transport an usual amount of common baggage. The transport of other property of the passengers shall be subject to a prior agreement of the parties.
2. The chartering party shall be liable for any damage caused by baggage and other property of the passengers, if such damage is caused by neglectful behavior of the chartering party or the passengers or by circumstances that can be attributed to the transported luggage or property.

§ 10 Conduct rules

1. The chartering party shall be responsible for the conduct of the passengers during the carriage. The instructions of the staff on the bus must be followed.
2. Passengers who do not obey the justified instructions of the staff in spite of warning, can be excluded from carriage if the disregard of the instructions brings about a danger to safety of the passengers or the services or if the continued carriage is unreasonable for the bus company. In that case there is no right of recourse for the charging party.
3. Complaints shall be first of all made to the staff on the bus. Only if these persons are unable to be of assistance complaints shall be made to the bus company itself.
4. The chartering party is obliged to be of assistance within the scope of what is reasonable in order to avoid any damages and - in case of nevertheless emerging damages - to keep them as low as possible.

§ 11 Place of jurisdiction, place of fulfilment and applicable law

1. Place of fulfilment
The place of fulfilment under business relationships with merchants, corporate bodies under public law or public law special funds shall be solely the bus company's principal place of business.
2. Place of jurisdiction
 - a. If the chartering party is a merchant, a corporate body under public law or a public law special fund, the bus company's principal place of business shall be the place of jurisdiction.
 - b. The same shall apply, if the chartering party has no general place of jurisdiction in Germany or changes his residence or habitual abode to a foreign country after the conclusion of contract or if his place of residence or habitual abode is unknown at the time when legal action is taken.
3. The contractual relationship shall be governed by the laws of the Federal Republic of Germany.

§ 12 Miscellaneous

The invalidity of individual provisions of the contract including these General Terms and Conditions for bus charter shall not render the entire contract invalid.