

General Terms and Conditions

Art. 1. Rental Price

Rates, Terms of Payment, and Methods of Payment are valid as agreed in the Confirmation of Order.

Art. 2. Payment

A downpayment amounting to, at least, 1/3 of the gross total price has to be made to one of Midnight Express business accounts at least two weeks before tour start (or as stipulated in the confirmation of order). Remaining charges are to be paid in parts of 1/3 in the middle of tour and final 1/3 at least five business days before tour ends, to one of Midnight Express business accounts , (unless stipulated otherwise in the confirmation of order). A charge of €25.00 will be made for each reminder. Interest on arrears amounts to 2 per cent per month.

Art 3. Reservation, Pick-up, and Cancellation

Any cancellation of order has to arrive at Midnight Express in writing , at the latest, 4 weeks before beginning of fulfilment of the agreement. Otherwise a minimum amount of 50 per cent of the expected final price plus third party costs becomes due for payment.

Art. 4. Prohibited Use

Midnight Express expressly prohibits the Customer from using the vehicle for any of the following purposes:

- a. Transportation of easily inflammable, toxic or otherwise hazardous materials.**
- b. Commitment of criminal acts (customs and any others) even if these are punishable only according to the jurisdiction of the scene of crime.**
- c. Any other use beyond the scope of the Agreement.**

Art. 5. Liability of Midnight Express

Midnight Express accepts liability for any damage culpably inflicted on the Customer, as far as covered by the bus/company insurance. For any damage not covered by the insurance Midnight Express cannot be

held liable under any circumstances. Midnight Express accepts no liability for material damage (e.g. by water, fire, accident or similar circumstances and theft) to pieces of luggage or any other objects carried by the customer.

Art. 6. Storage and Transmission of Personal Data

The Customer gives his agreement to storage of personal data by Midnight Express. Midnight Express is allowed to pass on these data to third parties that have a legally legitimate interest in them.

Art. 7. Obligations of Midnight Express

In the event of a vehicle breakdown that is not caused by an act of god and is clearly chargeable to Midnight Express. Midnight Express is committed to provide a vehicle equal in quality or to agree to pay the costs for such vehicle up to the final price stipulated in the agreement.

Art. 8. Driver Status and Fulfilment of Contract

On principle, any driver(s) provided by Midnight Express has to be treated as equal(s) with the passengers/artists as far as catering and accommodation are concerned. Any driver, however, is entitled to receive a breakfast and a warm meal on each day. If this is not granted, the Customer is committed to directly pay in cash to the driver against receipt a lump sum for catering expenses amounting to €35.00 per driver and per day.

On idle days (off days) or driving days that require a rest period exceeding six hours, hotel room accommodation has to be provided for any driver. As an alternative to providing a hotel room, the Customer may, after consent of the driver(s), pay in cash directly to the driver(s) against receipt a lump sum for lodging amounting to €65.00 per day.

Driver instructions have to be followed unconditionally for reasons of safety. The driver has the sole decision-making powers as far as driving time, rest periods etc. are concerned. If cash payment for the final amount has been agreed, the driver is authorized by Midnight Express to receive the money.

In the event of non-obeyance of driver instructions and/or non-compliance with the agreed Terms of Payment, the driver is entitled to abort the journey/tour. In such a case, the difference between already

paid amounts and the agreed final sum remain payable to Midnight Express.

Art. 9. Technical Requirements

Both sufficient parking space and a 380V/16A (min.) power supply within reach (25m max.) for each vehicle have to be provided upon arrival at destination or stopover locations.

Art. 10. Additional Costs

The Customer agrees to pay in full, and immediately, any additional costs (e.g. parking fees, ferries, tolls, accommodation, additional miles etc.) not agreed prior to the beginning of the order.

Art. 11. Damage Inside and Outside of the Vehicle

The Customer accepts unlimited liability for any damages incurred inside the vehicle (e.g. items of furniture). The Customer also accepts full liability for damages incurred from outside the vehicle, unless these were caused by the driver.

The Customer is absolutely responsible for the safety of the entire vehicle. The only exceptions are technical safety and roadworthiness which are incurred upon fairline.

Art. 12. Court of Jurisdiction

Any dispute regarding an agreement with Midnight Epress is to be settled at Linköpings Tingsrätt, Linköping, Sweden.