

GENERAL RENTAL TERMS

(For private automobiles and light commercial vehicles weighing up to 3.5 tonnes) Adopted by the Swedish Association of Car Hire Companies (Biluthyrningsbranschens Riksförbund - BUS) following negotiations with the Swedish Consumer Agency and Consumer Ombudsman in 1996

1. Use of the vehicle

The vehicle may be used for normal purposes in Sweden by the hirer or with his consent and under his liability by a member of his family. Special permission must be obtained from the lessor for any other person to drive the vehicle. The hirer is responsible for ensuring that the driver of the vehicle holds a driver's licence for that vehicle. The hirer may only use the vehicle outside Sweden if he has obtained the written consent of the lessor.

The hirer is aware that his right to use the vehicle pursuant to the rental agreement will terminate immediately if he attempts to take the vehicle out of Sweden without the written consent of the lessor. The police customs authorities or other party acting on behalf of the lessor will then be entitled to seize and hold the vehicle.

The hirer is liable for all expenses incurred by the lessor as a result of the hirer or his/her agent unlawfully having taken the vehicle outside Sweden or the countries approved in writing by the lessor.

The hirer may not rent the vehicle to anyone else. The carriage of passengers or goods in the vehicle for payment is not permitted. The vehicle may not be used for towing, pushing or otherwise moving any other vehicle. It is not permitted to use the vehicle in motor vehicle competitions.

2. Rental charges and payment arrears

The rental charge for the vehicle is shown on the first page of this agreement. The hirer is liable for payment of the rental charges. If the rental charge is to be paid by someone other than the hirer, eg, a legal entity is to be invoiced, the hirer remains jointly and severally liable for payment of said rental charge. The lessor is entitled to require a deposit or advance payment of rent. The rental charge does not include fuel costs. Should the hirer return the vehicle without full tank, the lessor will charge a refill fee, which is a higher price per litre than normal.

The lessor is entitled to make an invoicing charge of SEK 62,50 (inc. VAT). Following a decision by the Parliament, the Government or a Governmental Agency regarding the imposition or change of a tax or fee which affects the Lessor's business, the Lessor shall have the right to be compensated by charging the Lessee a fee per rent and/or rental day. Such possible fee will be specified on the first page of this contract.

If the hirer does not pay the rental charge on the due date, interest on arrears will be payable at a rate of two per cent per month, unless otherwise agreed. Where applicable, a statutory reminder fee (currently SEK 50:-) will be payable.

Correspondence or other items sent by post to the hirer pursuant to this agreement shall always be deemed to have been received by him within seven days of dispatch, provided that the item was sent to the hirer by registered letter to the address given in this rental agreement or otherwise known.

3. Late delivery or non-delivery

The lessor shall supply the vehicle at the agreed time. If the lessor is unable to do so, the hirer will be entitled to a reduction of the rental charge equivalent to the delay or, if the delay is of vital significance to him, to cancel the agreement. The hirer is also entitled to compensation for proven loss he has incurred as a consequence of the delay.

The hirer is not entitled to cancel the agreement if the lessor immediately offers him another acceptable vehicle at no appreciable inconvenience to him.

The lessor shall not be liable to pay compensation if it can be shown that the delay was caused by circumstances beyond his control which he could not reasonably be expected to have foreseen when the agreement was entered into and the consequences of which he could not reasonably have avoided or overcome. No compensation is payable for loss of business.

4. Care of the vehicle

The hirer is responsible for ensuring that the vehicle is properly looked after and that it is kept in proper working order and lawful condition. If the vehicle is driven further than 5,000 kilometres, the hirer shall ensure that the prescribed service inspections are performed by a dealer's garage and that an entry is made in the service book. The lessor shall specify the distance reading at which such service inspection shall take place. The cost of the service inspection will be reimbursed by the lessor.

The lessor is entitled to inspect the vehicle during the rental term if he has reasonable cause to assume that title is in jeopardy or there is a significant risk of a loss of value exceeding that resulting from normal use.

5. Action to be taken in the event of fault, damage or theft

The hirer shall notify the lessor as soon as possible of any fault in, or damage to, the vehicle, as well as theft during the rental term. Following such notification, the lessor shall notify the hirer of the action to be taken. However, the hirer may arrange repair necessary for operation of the vehicle without notifying the lessor if the cost does not exceed SEK 1,250 (inc. VAT).

The cost of repair shall be reimbursed by the lessor unless the hirer is liable for the cost pursuant to clause 8. The hirer must be able to produce receipts or other satisfactory evidence of his expenses.

In the event of an insurance claim the hirer must report the damage to the lessor as soon as possible. If the vehicle is stolen or if it is damaged by an unknown person, the hirer must report this to the police in the location where the theft or damage occurred and send a copy of the report to the lessor. The hirer is liable as towards the lessor for any loss or damage occurring as a result of his failure to comply with these requirements.

6. Lessor's liability for breakdown or damage

The lessor is responsible for ensuring that the vehicle is in proper working order and lawful condition. If a fault occurs in the vehicle or it breaks down during the rental term, the hirer is entitled to a reduction in the rental charge or, if this is of vital significance to him, to cancel the agreement. However, the agreement may not be cancelled if the lessor has the vehicle repaired or supplies a replacement vehicle of the same or similar type as that rented without unreasonable delay, having been notified of the fault and the hirer has no particular reason for declining the offer.

The hirer is entitled to reasonable compensation for the loss or damage he has incurred as a consequence of the faulty vehicle.

The hirer must always be able to produce evidence of his expenses. No compensation is payable for loss of business.

If the vehicle is rendered unusable following a road accident or damage to the vehicle or if it is stolen, the agreement will be cancelled once the hirer has contacted the lessor and, in the event of theft, also reported the theft to the police.

7. Lessor's liability for road traffic or parking offences

The hirer is liable as towards the lessor for financial penalties resulting from road traffic or parking offences for which he is liable in his capacity as owner of the vehicle. However, this does not apply if the offence is due to deficiencies in the vehicle of which the hirer was not aware nor should have been aware.

If the hirer does not make due payment of any fines or charges resulting from offences for which he is liable so that the lessor, in his capacity as owner of the vehicle, is obliged to pay them, the lessor is entitled to charge an administration fee (currently SEK 250:-) for each offence, in addition to the fine or charge itself.

8. Hirer's liability for loss of, or damage to, the vehicle

The hirer is liable as towards the lessor for ensuring that the vehicle is not damaged or lost during the rental term. The hirer shall not be liable if the damage or loss is due to deficiencies in the vehicle or if he is otherwise able to show probable cause for believing that the damage or loss was not due to his negligence.

The hirer shall pay compensation to the lessor for damage for which he is liable as follows.

Damage to vehicle	SEK.....15.000	SEK.....5.000
Traffic insurance excess	SEK.....15.000	SEK.....5.000
Theft	SEK.....15.000	SEK.....1.000
Theft using key	SEK.....25.000	SEK.....25.000
Fire damage	SEK.....15.000	SEK.....5.000
Windscreen/window damage	SEK.....15.000	SEK.....5.000
Towing and rescue	SEK.....15.000	SEK.....5.000

(unless the damage is covered by other insurance cover. Excess in italic).

In case of damage to the vehicle, the hirer shall, as an alternative to compensating the lessor in accordance with the above and after agreement with the lessor, have the right to have the damage repaired in a workman like manner at his own expense. In such case, the hirer shall pay rent until the car has been repaired and returned to the lessor.

The hirer may buy an insurance policy to cover/reduce his liability to pay damages for each incurred damage. The cost for the policy is stated on the first page of this contract. The policy limits the hirer's liability to pay damages to the amount which is stated above within brackets within each type of damage. There is a possibility, in certain cases, to expand the policy to eliminate the liability to pay damages. The cost for an expanded policy is stated on the first page of this contract. Should the driver be below 24 years of age and liable for a traffic damage, a "youth excess fee" will be charged of SEK 2,500 in addition to what have been stated above and regardless if the hirer have bought an expanded policy.

When using the vehicle's legal costs insurance, the hirer will be charged an excess fee in accordance with the insurance company's terms regardless whether a policy has been bought. The policy is not valid for damages that have occurred outside Sweden. If the lessor has approved use in another country, the policy is expanded to such country/countries. The policy is not valid in case the vehicle should be stolen by use of the key.

In order for the policy to be valid, the hirer must comply with standard duties in cases of damage, e.g. immediately give a damage report to the lessor. In case of damages resulting from parking or if a third party driver has left the scene of the accident, a report to the police and, if possible, witness statements are required. The policy does not discharge the hirer from liability for repair costs for damages caused by negligence, such as poorly loaded car, stained or broken interior, broken controls and similar. Should the vehicle, when returned, be found to be mismanaged or soiled in excess of what follows from normal use, the lessor is entitled to charge a reasonable fee for cleaning the vehicle.

In cases where the price for reduction/elimination of the hirer's excess risk is not stated on the first page on this contract, but there is a mark that reduction/eliminated is desired, the hirer has received a damage cost reduction directly by the lessor. In such cases, VAT will be added to the above stated excess fees.

The above stated amounts are subject to possible changes.

9. Limitation of damage

Both the hirer and the lessor are under a duty to take reasonable steps to limit their loss or damage. If either party fails to do so, he will be liable for a corresponding portion of the cost.

10. Return

At the end of the rental term the hirer shall return the vehicle to the location from which it was collected or other location as separately agreed. The hirer is entitled to return the vehicle before the expiry of the agreed rental term. The vehicle shall be returned in the same condition as when collected, except for normal wear and tear. If possible, the lessor and the hirer shall inspect the vehicle together to ascertain its condition.

Unless otherwise agreed, the vehicle shall be returned during the lessor's normal opening hours. If the hirer does not return the vehicle as agreed, he will always be under a duty to reimburse the lessor for the necessary costs incurred in returning the vehicle to a location where it can be used by the lessor. In addition, the hirer will be obliged to pay an additional rental charge under the agreement if the vehicle is returned late for reasons not falling within the lessor's liability under clause 6.

The lessor is not entitled to raise any claims as a consequence of a delay in returning the vehicle if the failure to return the vehicle or request that the rental term be extended is due to death, serious illness or similar circumstances.

Use of the vehicle after expiry of the rental term is a criminal offence.

11. Lessor's right to cancel etc

The lessor is entitled to cancel the agreement if

- the hirer does not meet its payment obligations towards the lessor and does not make payment within a reasonable time of being reminded by the lessor to do so;
- the vehicle driven abnormally or is so badly looked after that there is a significant risk of a loss in value;
- the hirer otherwise fails to comply with any terms of this agreement whose observance is of vital significance to the lessor.

12. BUS'S information list

Hirers (and/or drivers) failing to comply with the above terms or otherwise causing loss or damage to the lessor are regularly reported for inclusion on BUS's "information list". The information list is distributed to car rental firms affiliated to BUS, with an accompanying recommendation that vehicles should not be rented to the persons included on the list.

13. Treatment of personal data

The lessor records the hirer's personal data on a computer file so as to meet its obligations and safeguard its rights pursuant to this rental agreement. The personal data in question comprises name, ID No., driving licence particulars, address, telephone number and e-mail address. Details of the hire car, distance driven, prices and terms are also recorded. The personal data is used solely for the purposes of the car rental business and is not disclosed to anyone else. The data is obtained from the hirer or the hirer's company. If the hirer's payment obligation is not met, additional personal data may be obtained from publicly available files and stored while the matter is being dealt with. In that case, the data will be supplied to a debt collection agency, public authority/court of law for the purposes of enforcement, declaration and performance of contractual obligations.

Treatment of personal data comprises storage and processing of data for performance of the agreement and, unless the hirer objects in writing, marketing purposes. The data will be stored for 36 months after termination of the contractual relationship.

The hirer is entitled once a year to make a written request to be allowed access free of charge to the data recorded. The hirer is entitled at any time to request that any altered or incorrect data be corrected. By signing this agreement the hirer agrees that the lessor may process the hirer's personal information for the purposes and in the way described above.