

General terms and conditions of use PubliCar

1. General

These general terms and conditions of use apply to the use of PubliCar. By using PubliCar, you accept these terms and conditions, and agree to be bound by them.

2. App PubliCar

The PubliCar application refers to a mobile application (Android and iOS) called PubliCar that allows users to order PubliCar transport services. The PubliCar application is operated by PostBus AG. Users must be at least 18 years old to order services using the PubliCar application.

3. Registration

To use the PubliCar application, you must register. Registration is subject to your acceptance of these terms of use and the privacy policy. When you register, you will receive a confirmation email, which will be sent to the email address provided. This confirmation email contains a link that the user must click on to confirm their registration request. After clicking on the link, a user account ("account") is provided in the application.

4. Data protection and privacy

4.1 General

When collecting and processing personal data, we comply with current legislation, in particular the Data Protection Act. We protect user data through appropriate technical and organisational measures and treat them confidentially.

We only collect, process and store personal data to the extent that it is necessary for the provision of services, operational and infrastructure security, billing and processing, and customer relations, in particular to ensure a high quality of service.

4.2 Storage of user data

We collect user data from our customer register. The user acknowledges having read PostBus's declaration on data protection. You will find this under <https://www.postauto.ch/en/data-protection-and-disclaimer>.

4.3 Market research, customer service and marketing

With regard to the provision of a market-oriented offer, the customer agrees that personal data may be collected and processed for the purposes of market research (e.g. customer satisfaction surveys) and advice.

The customer agrees that we may collect and process his personal data for advertising purposes.

The customer has the right at any time to prohibit us from using personal data without giving reasons, insofar as the use is not necessary for the provision of the services. For the exercise of the right of opposition, please refer to the section on the rights of the data subjects.

Personal data may be communicated to third parties who are not considered subcontractors, insofar as permitted by law or with the prior consent of the user and in the context of the purpose of the processing operation previously notified.

4.4 Rights of the data subjects

The customer has the right to request information on the processing of his personal data, their correction, deletion or destruction. It may also prohibit the processing of its data, insofar as this is not necessary for the performance of the services requested by it, as well as the disclosure of its data to third parties. If the customer has given his express consent to the further processing of the data, he may revoke this consent at any time. The lawfulness of the data processing for the duration of the valid consent shall not be affected. If neither the accuracy nor the inaccuracy of the data can be determined, the customer may request that a refusal note be attached.

PostBus reserves the right to impose legal requirements that require or authorize PostBus to process or disclose data. In particular, if the deletion of data is not allowed for legal reasons, the data will be blocked rather than deleted.

To assert his rights, the Client must write and send a copy of his passport or identity card to the following address: Post CH AG, Contact Center Post, Wankdorfallee 4, 3030 Berne, kundendienst@post.ch. E-mails are not encrypted and are therefore exposed to the security risks typical of this medium.

4.5 Use of third parties (subcontractor)

The customer takes knowledge that we may involve third parties in the provision of services and make the necessary data accessible to the third parties concerned. The subcontractor is subject to the same data protection obligations as PostBus may only process the data on behalf of PostBus and at PostBus's instructions, unless otherwise provided by law. The processor may not process the data for its own purposes. Swiss Post undertakes to carefully select service providers, give them instructions and monitor them.

5. PubliCar reservations

PubliCar can be ordered through the mobile application and the supplement can be paid by in the same mobile application. A cash payment directly to the driver is also possible. Before confirming your order, check that the information on the place of pickup, destination, time, number of passengers and luggage in the PubliCar offer is correct. Please note that the PubliCar collection point is generally the address you specify, however, in some cases it may be a collection point so that several people can board efficiently. In the event of an order error, the payment will not be refunded. PostBus will refund the amount if the user's order process was error-free but the service ordered was not provided for reasons for which the user is not responsible.

6. Cancellation of PubliCar bookings

A confirmed PubliCar order can be cancelled free of charge if it is cancelled at least one hour before the pick-up time. In addition, for any order, the customer has one minute to cancel the order he has just placed free of charge. Cancellations made less than one hour before the pick-up time will be subject to a fee, which will be displayed in the application.

7. Prices

PubliCar operates the same pricing conditions as for scheduled trips, but with a flat-rate supplement per person and per trip. The general subscription, half-fare subscription, route subscription and fare community subscription are valid. Children under six years of age travel free of charge.

PubliCar Vaud

The supplement for the PubliCar trip is showed in the app in advance and costs CHF 5.

8. Pay with the PubliCar app

The obligation to pay for the services ordered takes effect at the time of confirmation of the order by the user. The user can pay the surcharge using the payment methods available in the PubliCar application or in cash directly to the driver. Tickets must be presented to the driver and can be purchased in the vehicle. The user can register one or more payment methods in the payment system used by the PubliCar application. Information relating to the payment method is not recorded in the customer files of the PubliCar application or services. PostBus has the right to make a reservation on the user's credit card at the time of order confirmation. PostBus is the supplier of services ordered via the PubliCar application.

9. Comments and complaints

Comments and complaints about the PubliCar application can be made directly in the PubliCar application.

10. PubliCar Service

PubliCar is a transport service that transports users from address to address based on their orders. PubliCar combines trips ordered by different users to the same cars and routes. PubliCar is offered by PostAuto AG, which purchases the necessary transport from passenger transport companies.

11. PubliCar based on carpooling

PubliCar trips can be shared by several users. The itineraries and schedules of PubliCar vehicles are established according to the collection and return points of the various users. To respect the schedule, PubliCar cannot wait for a user beyond the promised pick-up time.

12. PubliCar drivers

PostBus buys the transport required for the PubliCar service from passenger transport companies or carries it out itself.

13. Collection of PubliCar users

The exact time PubliCar will be picked up will be communicated to the user in due course. The user must therefore be ready to be collected at any time within the specified time window. The user must arrive at the defined time and place of pickup.

The vehicle cannot wait for a user beyond the promised pick-up time, as PubliCar tries to keep to the schedule. Users should register their telephone number in the application in order to be reachable in case of doubt at the pickup location or if the driver is unable to find the user. If the vehicle is at the pick-up point at the indicated time but the user cannot get there, PubliCar must continue the journey without the user and fees will be charged.

14. Reservation code

The reservation code indicated in the application serves as confirmation and must be communicated to the driver before boarding. If you order a PubliCar service for another person, this person must also be able to communicate the reservation code to the PubliCar driver.

15. Multi-passenger trip

The number of passengers must be indicated at the time of booking, including children. Children six years of age and over are also subject to fees. The PubliCar ticket entitles you to travel only for the number of passengers indicated in the order. If a customer wishes to increase the number of passengers after confirming his order, he must place a new separate order for new passengers. In such a case, we cannot guarantee that new passengers will be able to board the same vehicle as those already booked.

16. Wearing a seat belt is mandatory

All passengers are required to buckle up during the trip.

17. Baggage

Baggage (except hand baggage) must be specified when ordering a PubliCar. Hand luggage must be held on the knees or between the legs without disturbing other passengers. One piece of luggage is the size of a normal suitcase. The daily purchase of food is considered hand luggage if it can be held on the knees or between the legs. The driver has the right to refuse carriage to a passenger whose luggage exceeds the number specified in the order and affects other passengers.

Goods that cannot be brought into the baggage compartment include, for example, cash, securities such as cheques, bonds or money orders, passports, licences, certificates, jewellery, portable electronic devices such as cameras, mobile phones, laptops, tablets and other fragile items, as well as medicines and house and car keys. All baggage carried in the baggage compartment must be packed in such a way as to withstand normal handling and movement in the compartment during the journey. Inform the driver in advance if your luggage is very sensitive or valuable.

Any loss or damage to luggage must be reported immediately to the driver. We do not carry dangerous baggage. We reserve the right to ask you to open your bag so that a driver or other company employee can inspect it in your presence if it is deemed necessary for safety reasons.

18. Wheelchair transport

PubliCar vehicles are suitable for people with reduced mobility and wheelchair transport.

19. Pets and pets

Pets are allowed in PubliCar, but must be declared as luggage and additional charges may be charged according to the current pricing conditions. The driver may refuse to bring pets that may disturb or be dangerous to other passengers or the driver. PubliCar is not responsible for allergic reactions of passengers caused by pets transported or previously transported.

20. Smoking banned

Smoking and the use of electric cigarettes is prohibited in PubliCar. A driver may ask a passenger to leave PubliCar if he does not comply with the smoking ban and immediately stop smoking on his instructions.

21. Alcohol consumption in a PubliCar

It is forbidden to consume alcoholic beverages or drugs in PubliCar. The driver may require a passenger to leave PubliCar if he does not comply with the prohibition.

22. Inappropriate behaviour

PubliCar has a zero tolerance for all forms of harassment and inappropriate behaviour. The has the right to refuse to transport or unload a user to the nearest possible place if he behaves incorrectly towards other passengers or the driver. This includes in particular any form of violence, racist, sexual or offensive harassment, as well as security related activities and other circumstances that disrupt the operation of the vehicle.

Persons who are excluded from transport due to inappropriate behaviour will not be reimbursed for the price of the ticket.

23. Unsecured arrival time

Allow enough time if, for example, you need to make an appointment or change modes of transportation. You have the option of choosing an arrival time instead of a departure time. PubliCar aims to be punctual. Depending on the traffic situation and the fact that PubliCar has other passengers boarding and alighting along the way and therefore cannot always take the most direct route to your destination, delays may occur. Any liability in the event of late arrival is excluded, unless PubliCar can prove wilful misconduct or gross negligence.

24. Changes to the general conditions

PostBus reserves the right to modify the GTC at any time. Changes will be notified to users in an appropriate form with reference to the date of entry into force. If the modified terms of use are not accepted, PostBus reserves the right to exclude the users concerned from the offer.

25. Place of jurisdiction and applicable law

The place of jurisdiction is Berne. In the event of disputes arising from consumer contracts, the court of the domicile or registered office of one of the parties shall have jurisdiction over actions brought by the user and the court of the defendant's domicile shall have jurisdiction over actions brought by PostBus.

Consumer contracts are service contracts intended for the user's personal or family needs.

For users with their domicile or registered office abroad, Berne is the place of collection and the exclusive place of jurisdiction for all proceedings. Subject to mandatory legal provisions, Swiss substantive law shall apply.

26. Impressum

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Company Identification Number (IDE):

CHE-112.242.941