

Agreement page 1 - Terms of hire

Invoice nr _____

1. Both the driver and the Hirer must have attained 21 years of age and must have had a valid driver's license for at least 1 year. An exemption from this provision can only be made in accordance with a separate written agreement with the Lessor. For driving outside Norway written permission from the Lessor must be obtained. Any additional driver shall be approved by the Lessor and shall be entered on the Hire Agreement. Rented vehicles/objects shall not be overloaded or used for practice driving, cross-country driving, training and competitive purposes. Nor shall they be used for transporting animals and goods or for any other purpose that would create a smell, make marks or cause any other type of damage. Smoking inside the car is not allowed, unless otherwise agreed in writing.
2. Rental prices are based on time and mileage and are stated in the table below. Security in the form of a reservation and/or deposit on card must be provided for the estimated rental, day/km, excess, risk reduction/coverage, fuel, road taxes and other fees and costs. The size of the card reservation and/or deposit appears on page 2. The lessor has the right to charge the card reservation and/or use the deposit to cover the total rent as well as other costs mentioned above and/or any recourse claims, cf. point 3 below.
3. The Hirer shall be liable for all damage which occur during the hire period even if such damage has been caused by other parties than the Hirer. However, the Hirer's liability shall for each damage be limited to the excess fixed unless the Hirer/user of the vehicle has shown gross negligence. In the event of gross negligence and if, because of such negligence, the Hirer's insurance company refuses to cover the damage occurred or brings a recourse claim, the Lessor shall correspondingly have a recourse claim against the Hirer. The Hirer's liability for payment of excess shall be reduced to the extent to which the liability is covered by other parties than the Lessors insurance company, for example by the tortfeasor's insurance company. The Hirer's liability for excess shall be reduced if the Hirer takes out excess reduction upon the commencement of the Rental Agreement. The price for such excess reduction is stated in the table below. Excess cover for theft and damage because of theft is stated in the table below. The Hirer cannot claim such reduction/cover if this has not been stipulated in page 2 of the Rental Agreement. Damage caused as a result of carelessness, gross negligence, loss of keys, refilling wrong type of fuel and costs connected with the vehicle running out of petrol/fuel shall not be included in the excess or the excess reduction/cover. Excess reduction for glass damage is not offered. All damages shall be reported by the Hirer on the standard damage report to Lessor.
4. The Lessor shall be liable for the maintenance of the vehicle. The Hirer shall be responsible for checking and refilling oil and antifreeze solution at least every 1000 km and for checking the air pressure in all tires. Expenses for oil and antifreeze solution shall be covered by the Lessor against documentation. Engine fuel and windscreen-wiping fluid are not included in the rental.
5. The hire vehicle will be delivered with a full fuel tank and must also be returned with a full fuel tank. Unless otherwise agreed in advance, the renter will be charged the price per liter of fuel as stated in the rental contract if the tank is not filled before return. Refilling with the wrong type of fuel will result in liability for damages.
6. During the hire period and until the vehicle has been returned to the Lessor, the Hirer shall be fully liable for the vehicle and the use thereof as if he/she were the owner, including for parking and traffic offences, toll fees, etc. The hire vehicle shall be returned by the Hirer in the same condition in which the Hirer took over the vehicle. Any damage (dents, scratches, etc.) which the vehicle had when the Hirer took over the vehicle has been noted on a separate form which has been presented to and approved by the Hirer.
7. If parking fees, tickets for speeding, toll fees, congestion fees, towing fees and other duties are not paid immediately, the Hirer shall be charged a handling charge in addition to the outstanding claim. The handling fee is NOK 500. In case of unpaid parking fees, information about the hirer will be given to the collection company.
8. In the event of breakdown or damage the Lessor must be contacted immediately to determine where help can be obtained, if required. If the Lessor cannot be reached, Viking's rescue service shall be contacted. See the separate pamphlet in the glove compartment of the vehicle. The Hirer cannot request or order repairs without the Lessor's consent. Ordinary assistance for starting the vehicle, for example in connection with a flat battery, shall not be regarded as repairs. Theft, fire, personal injury, injury to animals shall be reported to the Lessor and police immediately.
9. If the hire car cannot continue because of breakdown, compensation shall only be paid for further transportation to the place of destination by public means of transportation such as bus and train. The Lessor shall not be liable in any way whatsoever for expenses incurred for transportation except for the above. This exclusion of liability shall apply for loss of time, financial loss or any other loss caused by breakdown or any loss which may arise out of or in connection with the Rental Agreement. If the breakdown is due to damage for which the Hirer himself is responsible, the compensation for further transportation shall lapse. In connection with long trips of more than 300 km from the Lessor's office, the Lessor must be informed about the place of destination in advance. The vehicle may have a GPS-system.
10. The Hirer accepts that the vehicle is an old model and that there is thus a greater risk of breakdown than with a new vehicle. It is thus recommended that the Hirer refrain from hiring the vehicle if delays cannot be tolerated.
11. The Lessee shall be under an obligation to comply with the terms and conditions printed on both sides of the present Hire Agreement. The Lessee must return the vehicle on or before the stated date and time to the location from where it was rented during the Lessor's normal opening hours unless otherwise agreed in writing. The Lessee and/or the card holder shall grant the Lessor the authority to make credit card instructions for debits for, for example, the market value of the vehicle if it is not returned to us, all fines/charges, toll fees, penalties, damage, towing, legal costs, loss or administrative fees imposed on and incurred by the Lessor for parking violations, traffic violations and other violations which the Lessee has caused to the Lessor to incur and make payments of fees in accordance with what the Lessor regards as necessary. The authority thus granted shall also apply to the authority to debit the credit card for any further rental/claim for compensation if the vehicle is returned after the expiry of the agreed term of the Hire Agreement. Any delay in returning the vehicle in excess of one -1- hour in relation to the agreed term of the Hire Agreement shall entitle the Lessor to one -1- day's extra rental in addition to the rental for the first day and shall subsequently entitle the lessor to a claim for compensation for the agreed daily rental for as long as the vehicle is at the actual disposal for the Lessee and has not been returned by the Lessee to the place of delivery as contracted for. The Lessee's and/or card holder's signature below shall apply as confirmation of credit card instructions and shall give the Lessor the authority to debit the credit card in accordance with the above authority. This right to debit the credit card shall also apply to any agreed extension of the term of the Hire Agreement. Information for statistics and internal control may be given to Rent-A-Wreck's head office.
12. Processing personal data. The lessee's personal data (and the driver's if different) will be processed in accordance with the lessor's personal data policy, which can be seen on the lessor's website or is made public in other ways. [The lessee shall be obliged to ensure that the driver is informed of the data processing.]

CURRENT PRICES ON PAGE 2 ARE INCLUSIVE OF VAT AND THIRD-PARTY LIABILITY INSURANCE.

CURRENT RATES FOR EXCESS AND EXCESS REDUCTIONS AND PER EXTRA KILOMETERS:

CATEGORY	Passenger car	Small van	Van	9 seats
Excess each damage without excess reduction	14000	14000	18000	20000
Excess reduction damage per 24 hours	100	100	N/A	N/A
Excess, damage with excess reduction	7000	7000	N/A	N/A
Excess each theft / theft damage without excess reduction	5000	5000	5000	5000
Excess theft / theft damage reduction per 24 hours	25	25	25	25
Excess each theft / theft damage with excess reduction	500	500	500	200
Excess each glass damage	3000	3000	3000	3000
Per extra kilometer	Free km	Free km	4	4

THE CURRENT PRICE CATEGORY FOR THIS AGREEMENT IS: See CATEGORY on Agreement page 2 – Settlement

(N/A = Not available)

I/we hereby declare that the vehicle has been hired for the term and on the conditions stipulated in the present Agreement and hereby sign for the vehicle received. The undersigned Hirer/Cardholder shall be personally liable for the conditions stipulated in the above, including contractual payment of rental.

The rental conditions can be downloaded when booking online and are also sent out together with the rental contract when the booking is registered manually. If the renter does not raise any objections, the conditions are considered accepted. Any dispute shall be solved according to Norwegian law at the court of Midtre Hålogaland Tingrett.

Harstad, date

Hirer: _____ Cardholder: _____

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