

Agreement page 1 - Terms of hire

Invoice nr _____

1. Both the driver and the Hirer must have attained 23 years of age and must have had a valid driver's licence 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 agreement page 2. A deposit must be put up for estimated rentals, rate/km, excess cover / reduction, fuel, toll fees and other fees and costs. Minimum deposit is agreed separately. The Lessor shall be entitled to use the deposit to cover total rentals, other costs mentioned above and/or any recourse claims, cf. clause 3 below.
3. The Hirer shall be liable for all damage which occurs 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. The Hirer cannot claim such reduction 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. 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. 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 will be charged a handling fee of NOK 250 in addition to the accrued claims.
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. 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/damage because of 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 INCLUSIVE OF VAT AND THIRD-PARTY LIABILITY INSURANCE

CATEGORY	A	B	D	E	F	M	N
Excess, damage without excess reduction	12000	13000	14000	14000	15000	15000	15000
Excess reduction per 24 hours	95	115	125	125	135	135	n/a
Excess, damage with excess reduction	3000	3500	4500	4500	4500	4500	

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.

Fauske, date

Hirer: _____ Cardholder: _____

LEIEBETINGELSER-KONTRAKT SIDE 3 / tilleggsbetingelser ved leie av bil.**(Gjelder ikke for leie av andre biler)** Leieavtalenummer: _____**Utleier :** Enklere Bilutleie AS - org.nr 927 412 292 – TLF 932 35 432 – E-post fauske@rentawreck.no**Generelle vilkår:****1) Bestilling og reservasjon**

Ved bestilling av bil, skal disse tre godkjennes av leietaker: Leiebetingselsers-kontraktside 1, Leiekontrakt side 2 og Leiebetingselsers-kontraktside 3. Bestilling og reservasjon gjøres til Enklere Bilutleie AS/ Rent A Wreck-Fauske. Alle bestillinger skal bekrefte av utleier og er gjeldende når depositum er betalt.

2) Leiepris og betaling

Leiepris avtales ved avtaleinngåelse, og inkluderer i gjennomsnitt 250 km pr døgn i leieperioden. Avtalt leie betales før henting. Manglende rengjøring belastes leietaker etter gjeldende satser.

3) Leietaker og sjåfør

Både leietaker og fører må være fylt 25 år, og ha hatt gyldig førerkort sammenhengende i 5 år. Bilen har en totalvekt på 3 500 kg og kan kjøres på førerkort klasse B. Leietaker er ansvarlig for at ikke totalvekten overstiges på kjøretøyet.

4) Utlevering og innlevering

Ved utlevering skal leietaker gjennomgå en instruksjon gjeldende bruk av leieobjektet og godkjenne enhetens stand. Ved innlevering skal utleier gjennomgå enheten for å sikre at det ikke forekommer skader eller mangler.

5) Betalingsvilkår

Avtalt depositum innbetales ved bestilling, og bekrefter avtalen som er inngått. Betaling av leieforholdet skjer før henting av bil.

6) Avbestilling

Ved avbestilling av leie hvor det er lengre enn 30 dager til leiestart, belastes et gebyr pålydende kr 3.000. Dersom avbestilling skjer mindre enn 30 dager før leiestart, belastes 50% av leiepris, minimum kr 3 000,-. Ved avbestilling mindre enn 7 dager før leiestart, belastes avtalt leie 100%. Avbestillingen skal sendes skriftlig på e-post til utleier.

7) Forsikring

Avtalt leiepris inkluderer alltid ansvar og kasko forsikring. Ved eventuell skade er egenandelen pr skade avtalt til kr 15.000. Ansvar og kaskoforsikringen dekker ikke leiers løssøre og verdisaker ved innbrudd, ran eller andre hendelser. Det anbefales å tegne egen reiseforsikringen for leietaker.

8) Renhold / vedlikehold

Bil skal levers tilbake i den stand den var ved utlevering. Det betyr at enheten skal vaskes og rengjøres etter bruk. Dette inkluderer også toalett-kassett. Bilen skal KUN vaskes med såpe og vann, og IKKE MED KJEMIKALIER, HØYTRYKK, ELLER VASKEMASKIN. Følgende gebyrer inntreffer hvis enhet ikke er vasket/rengjort etter gjeldende regler.

• Vask utside: Kr 1.500,- Vask innside kr 1 500,- --- Vask toalett: Kr 2 000,-

9) Leietakers ansvar og generelt bruk av enheten

Det er viktig at leietaker gjennomgår enhet før avreise. Det skal undersøkes grundig at enhet er i henhold til avtalt stand, vasket og rengjort. Leietaker har ansvar for å innhente nødvendig kunnskap og kompetanse for å kjøre og vedlikeholde enhet på riktig måte. I leieperioden har leietaker ansvar for enheten. Det betyr å etterse og vedlikeholde kjølevæske, bremsevæske, olje med mer. Ta kontakt med utleier hvis noe uforutsett dukker opp eller ved spørsmål. Bilen skal ikke brukes til festivaler, bilcross, kjøring i terreng, til frakt av antenkelige / giftige stoffer, eller lignende. Framleie er forbudt. Røyking er forbudt.

10) Utenlandsturer

Kjøring med enheten er tillatt innenfor Norge og Sverige. Destinasjoner utenfor dette området må på forhånd godkjennes skriftlig av utleier.

11) Opptreden ved eventuell ulykke

Etter en uforutsett hendelse være seg ulykke, brann, tyveri eller andre skader skal lokalt politi og utleier umiddelbart kontaktes. Leietaker må etter en eventuell hendelse utferdige en skaderapport som utleier kan benytte overfor forsikringspartner.

12) Mangler på bil, reparasjoner og erstatningsbil

Eventuelle mangler på enhet skal avdekkes ved gjennomgang før avreise. Utleier er ikke ansvarlig for eventuelle mangler som burde vært avdekket før avreise. Hvis det oppdages feil eller mangler etter avreise, skal det utferdiges en skriftlig rapport fra leietaker når enheten leveres tilbake. Krav om tilbakebetaling av leiebeløp for mangler påvist etter avreise, er i utgangspunktet utelukket. Dette gjelder ikke dersom feil/mangler skyldes årsaker leietaker ikke kan oppdage ved gjennomgang før avreise. Utleier er ikke erstatningsansvarlig om bil ikke kan leies ut pga skade/feil før leiestart.

13) Utleiers ansvar

Utleier skal opptre med aktsomhet og gjøre sitt ytterste for å sikre at bilen utleveres i en slik stand som kan forventes. Avtalen bekrefte med signatur.

Utleier_____
Dato_____
Leietaker