

# **The Norwegian Car Rental Association's Terms and Conditions of Rental**

Created in collaboration with NHO Reiseliv

## **1. Term of the rental agreement**

The rental agreement applies to the vehicle shown on the front page of this contract for the time period stated. The vehicle must be returned no later than the agreed time.

The vehicle is considered returned when both the vehicles and car keys are in the lessor's possession within the rental station's normal opening hours. If the vehicle and car keys are returned outside of the rental station's regular opening hours, the vehicle is considered as returned with effect from the next working day. If there are reasonable grounds, the lessor can demand that the vehicle be returned at an earlier time than the one agreed. The renter can demand to be told the reason for this without this affecting the obligation to return the vehicle. The rental agreement can be extended by prior agreement with the renter.

The lessor is entitled to collect the vehicle after the expiry of the agreed rental period, cf. Chapter 13 of the Enforcement Act, cf. Section 13-1. The costs associated with this will be borne by the renter.

Exceeding the agreed return time or other serious breach of these terms and conditions entitles the lessor to cancel any discounts, insurance or special agreements

## **2. The renter's obligations**

The renter bears all responsibility for the vehicle and its use for the duration of the rental period and until the vehicle is handed back to the lessor.

The renter agrees to pay the following:

- Rental charges as agreed in the rental agreement.
- Insurance premiums as agreed in the rental agreement.
- The cost of mileage driven as agreed in the rental agreement.
- Fuel used but not refilled, subject to a premium of 20% compared to the retail price or if applicable a higher supplement and/or fee if agreed on the front page of the rental agreement.
- Price for one-way rentals if agreed in the rental agreement.
- Any costs associated with transporting the vehicle if it is returned at other than the agreed location.
- Any costs associated with tolls, road pricing, etc. plus VAT as well as any margin added by the lessor.

- Parking fees or other fees, charges, fines or other duties for which the car owner (lessor) is jointly and severally liable with the driver (renter).
- Any damage that occurs to the vehicle during the rental period, including vandalism and theft, but limited to the agreed excess. However, one excess amount is calculated per claim.
- As well as damage the renter is also financially liable for special cleaning - of the interior and exterior - of an unusually/particularly dirty vehicle, e.g. cleaning because of a dog or smoking, or after driving on oil gravel, fresh asphalt/road markings, clay, mud or other interior or exterior dirt that requires extraordinary work.
- Loss of use according to insurance company rates, i.e. losses suffered by the lessor as a result of the vehicle being off the road.
- In the event of damage, if the renter has acted negligently, has breached the terms of the rental agreement or the Road Traffic Act, the renter may have to pay a larger proportion of the damage costs than that dictated by the agreed excess.
- In the event the renter acted intentionally, exercised gross negligence or was in serious breach of the rental terms or the Road Traffic Act the renter will be fully liable to the lessor for the financial cost of the damage.
- The expenses incurred by the lessor in the recovery of amounts owing as a consequence of the renter's obligations, including all legal fees for the recovery of such amounts. In the event of late payment, penalty interest will accrue in accordance with the Late Payments Act of 17 December no. 100 1976 from the due date until payment is made.

### **3. Renter's obligations**

#### **3.1. Duty of inspection**

As far as is possible the renter shall examine the vehicle immediately after it has been placed at the renter's disposal and ensure that all damage is recorded on the rental agreement or an attachment.

The renter is obliged to acquaint themselves with the rules governing the rented vehicle in particular and Norwegian traffic rules in general.

Foreign renters have a particular obligation to familiarize themselves with the relevant driving license regulations and rules with regard to alcohol/drug use and traffic.

#### **3.2. Duty of maintenance**

During the rental period the renter shall ensure that the vehicle is maintained with regard to lubricating oil, coolant, tyre pressure and the like. For questions concerning maintenance the lessor shall be contacted.

#### **3.3. Obligations with regard to use of the vehicle**

The renter agrees to treat and use the vehicle in a safe manner, and not to:

- Make use of the vehicle without having checked that the necessary permits to drive the vehicle are held with regard to vehicle type and its use
- Take the vehicle out of the country unless the written consent of the lessor is obtained
- Convey passengers for payment
- Use the vehicle for illegal activities or in an illegal manner, including, but not limited to, the following examples of illegal utilization:
  - Driving under the influence of alcohol and/or drugs and/or in a weakened condition
  - Carrying more passengers and/or a heavier load than that for which the vehicle is registered.
  - Interfering with or changing the vehicle's odometer.
- Handing over the vehicle to others or allowing it to be driven by drivers other than those approved by the lessor.
- Using the vehicle in a competition, speed trial or any form of test driving.
- Using the vehicle for driving practice.
- Towing, pushing or moving another vehicle.
- Leaving the vehicle unlocked or in such a way that it can be used by others.
- Filling the wrong fuel.
- Removing the toll tag, or replacing it with another tag.
- Inadequately securing, fastening or packing loads so that vehicles or surroundings are damaged or people injured.
- Exposing the interior to hot or sharp objects or fluids that can corrode or stain.
- Driving on rims.
- Parking next to buildings where signs have been set up warning of snow sliding off the roof or where there is obviously a danger of snow sliding off the roof.
- Using snow chains or other equipment in such a way that they damage the vehicle body or chassis.
- Driving the vehicle into something physically inaccessible with regard to the vehicle's height, width or length.
- Driving off public roads or in areas closed to public traffic.

#### **4. The lessor's obligations**

The lessor is obliged to place the vehicle at the renter's disposal at the agreed time and place.

The vehicle must be in good condition and in proper working order, and contain at least 20 litres of fuel or recharged batteries for electric vehicles.

The lessor is obliged to maintain vehicle liability insurance in accordance with the rules of the Motor Liability Act.

The lessor is obliged to inspect the vehicle for damage within 6 hours of its return; any findings and/or claims must be communicated to the renter within 24 hours of the vehicle's return. The period shall run only within the station's opening hours. See also section 1.

## **5. Renter's rights**

If the lessor is in material breach of the lessor's obligations under the agreement the renter may terminate the rental contract. The lessor must be given a reasonable opportunity to remedy the breach through repair or replacement. If repair or replacement is not appropriate or is not made within a reasonable time of the renter making a complaint about the issue, the renter may claim a proportionate reduction in price.

The renter may claim compensation for losses suffered as a result of breach of contract by the lessor, if the lessor does not establish that the breach of contract or the reason for it was due to an impediment beyond the lessor's control that the lessor could not reasonably be expected to take into account at the time the agreement was entered into or to avoid or overcome the effects thereof. Compensation for indirect losses such as business disruption, loss of use, loss of earnings as a result of a contract with a third party being lost or not being correctly fulfilled, or losses due to damage to items other than rental cars, cf. the criteria used in Section 67 of the Sale of Goods Act § 67, can only be claimed if the lessor has acted with gross negligence or wilful misconduct.

The renter loses their right to invoke breach of contract, whether for defects or delays, if the renter does not notify the lessor of this within a reasonable time after the renter discovers or should have discovered the breach of contract.

Technical faults that may arise or come to the renter's attention during the rental period, and which can be rectified within a time that is reasonable in relation to the renter's requirements and the rental period, do not give the renter the right to cancel the rental agreement. If the renter nevertheless decides to cancel the rental agreement, the renter will be liable for the rental charges during the rental period, but with a deduction made for the time that would have been spent for remediation. Furthermore the renter is liable for the expenses borne by the lessor in transporting the vehicle back to the lessor's station. If repair cannot be performed within the stated time limit, the lessor shall decide whether a new vehicle will be delivered to the renter for the continuation of the rental agreement or if the rental agreement is to be deemed terminated from the time that the lessor was notified of the situation by the renter. In such cases the lessor shall transport the vehicle back at the lessor's expense, and the lessor cannot then be held liable for losses or obligations.

## **6. Disclaimer**

The lessor is not liable for damage to or loss of property left in, stored in or transported in the vehicle by the renter or other person.

The lessor disclaims any liability to the renter with regard to loss of time, money or other, arising from or associated with the rental agreement, beyond the liability described above.

The lessor has no liability for the installation of accessories e.g. ski racks, child seats, GPS, etc. The renter is personally responsible for ensuring that the equipment is correctly and properly installed.

## **7. Deposit and payment**

The lessor can require the renter to provide a security deposit for the vehicle and to cover the financial liability arising from the rental agreement. Such security can be in the form of a charge made to a debit/credit card, bank deposit, cash payment or other form of deposit that may be agreed between the parties.

The renter agrees that the lessor can charge the renter's debit/credit card or deposit for rental charges based on time and mileage, tolls and other fees or charges as well as fuel and maintenance if applicable.

## **8. Formalities**

### **8.1 Changes**

Additions to and changes in the rental terms and conditions of this agreement are only binding if agreed in writing.

### **8.2 Governing Law**

This contract is governed by Norwegian law.

### **8.3 Jurisdiction**

The renter agrees that the lessor's place of business is where the contract was entered into, i.e. the contractual jurisdiction in accordance with Section 4-5 (2), cf. Section 4-6, the jurisdiction in respect of disputes arising in connection with the rental agreement.