

# General Conditions 4wd Thor Van 4WD

For travel from 01/01/2024

To 31/12/2024

## OPENING HOURS AND RENTAL CONDITIONS

**Departures/Returns:** Departures and returns may be done by appointment, 7 days a week, between 8:00 and 18:00.

**Rental center hours:**

Keflavik: from 8:00 to 18h:00, 7 days a week.

Pick-up from Keflavik Airport (KEF) to the rental center on the day of departure and from the rental center to the same locations on the return journey.

**No minimum rental period**

**Minimum age and driving license:** Drivers must hold a full valid driving license (category B or equivalent) for at least 1 year and be 23 years old or older.

## DEPOSIT

**Made by credit card only**, the day of pick-up. The amount of the deposit is blocked on the account (authorized hold on card) and must therefore be available on this account. Depending on the insurance level :

- 2800€ with basic insurance
- 1200€ with the insurance "Plus"
- 600€ with insurance "Premium"
- 600€ with insurance "Total"

The sum (bond) will be released and immediately removed after the vehicle is returned and the condition inspection is finished.

We advise you to ensure in advance that credit limit is sufficient for the selected insurance level and its deposit amount and foreign charges are enabled for your credit card.

## EVEN MORE ABOUT THOR MODELS...

**Fleet.** In the premium fleet we have only high quality top brand motorhomes that are all driven less than 100.000km so all of our hirers can experience the feeling of driving a new five star motorhome and enjoy the luxurious camping life style.

**Range.** Our service pricing structure is based on individual needs. Thus, motorhome holiday can be easily built for different budgets.

Our rental prices includes most of the important services and rental essentials such as **airport transfers, 7/7 Pick-up and Drop-off, full kitchen and tableware, cleaning kit, navigation system, insurance, 24/7 road assistance and unlimited rental kilometers.**

## D DAY...

The depots are open every day between 8AM-6PM to collect your vehicle, unless otherwise agreed and additional premiums paid.

You should allow 1-2 hours to complete the paperwork and demonstration process.

The fuel tank will be full at the time of the recovery of the vehicle, make sure to return it full.

## ...AND THE LAST DAY

Return of the vehicle is between 8AM-6PM on the drop off date, unless otherwise agreed and additional premiums paid.

The hirer should allow 1 hour to complete the return documentation and check the vehicle.

When you return your vehicle back to the rental station you should ensure that all rubbish is taken out from the vehicle, and that the toilet cassette is emptied together with all grey water tanks. Also make sure the fuel tank is full.

## TRAVEL WITH KIDS

The safety of your children during their motorhome vacation is paramount. However, ask in advance which models can be fitted with child seats and/or booster seats. For large tribes, also inform yourself of the number of child seats and/or booster seats that can be fixed.

Children whose height is less than 135 cm should use baby seat and children under 3 years of age should always travel in an infant seat. Do not attach a rear-facing seat to the front seat of the motorhome because of the airbags.

## SOME ADVICE FROM THE TEAM OF CAMPING-CAR-ONLINE WHICH HAS BEEN ORGANIZING TRIPS TO THE ARCTIC REGIONS SINCE 2001....

It is possible to rent motorhomes in Iceland all year round, but be aware that temperatures in Iceland can be extreme. To avoid unfortunate frost damage, make sure the motorhome is properly heated and kept warm at all times. Water systems and other liquids are particularly susceptible to damage from the very low temperatures typical of the Arctic. Additional information and a presentation on proper winter use is available at the time of vehicle pickup.

## GENERAL TERMS AND CONDITIONS

### 1 INTRODUCTION

The rental contract itself, regardless of the manner in which the reservation and payment of the rental were executed, brings together the company that owns the fleet, the "renter", and the person signing the contract, the "hirer". The exchange of the vehicle by the hirer implies the unreserved acceptance of the following general rental conditions.

Use of the vehicle: The hirer agrees to use the vehicle in a prudent and normal manner, to use it only for his personal needs, and not to sublet it, nor to transport people for a fee. The driver must take the utmost care of the vehicle's water and oil levels. The renter is not allowed to participate in any match, race, rally or other competition of any kind, as well as test-drives or training. The hirer agrees not to use the vehicle for any illegal purposes or purposes other than those specified by the manufacturer, and not to overload the rented vehicle by carrying more passengers than indicated on the vehicle's registration document. The renter agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

### 2 HANDING OVER OF THE VEHICLE

The individual hirer (or the person using the rented vehicle as a representative of a hirer that is a legal entity) must have a valid driving license, sufficient driving skills for the circumstances, the required driving experience defined by the renter and the minimum age of the driver required by the renter.

The Rental Firm must deliver the Vehicle to the Hirer in a roadworthy condition and in accordance with applicable law at the agreed place and time. The rented vehicle has been inspected by the renter or its partner prior to delivery to the hirer. However, the Hirer must also inspect the vehicle in connection with the handover of the vehicle to establish any potential damage or defects already existing in the vehicle.

Potential damage or defects must be reported immediately to the rental company and recorded on the damage report before the vehicle leaves the rental station. Information on insurance and deductibles is presented to the Hirer and the Hirer must accept or decline the optional additional deductible reduction. The renter has been presented with and accepts the restrictions and limitations regarding the chosen deductible / additional protection.

### 3 USE OF THE VEHICLE DURING THE RENTAL

The hirer must take care of the vehicle as well as a careful person takes care of his own car, and observe particular attention and caution when driving. The hirer must use the vehicle only in the manner for which it is normally intended. During the rental period, the renter must ensure normal monitoring of the condition of the vehicle, such as tire pressure and sufficient levels of oil and other liquids. It is forbidden for the Hirer to add any oil, liquid or fluid other than windscreen washer fluid without consulting the Rental Firm. Whenever the vehicle is left parked, even momentarily, it must be locked.

The Hirer must drive the vehicle himself. He is not allowed to hand over the vehicle to other persons for their use without this permission being explicitly mentioned in the rental agreement. Carrying more passengers than the specified number is against the law and is a breach of the rental agreement.

The Hirer must inform the person to whom he hands over the rental item, within the framework of the rental agreement, of the contents of the rental agreement, including the contents of these general terms and conditions. The use of the vehicle for illegal purposes, such as towing, competitions or training for them, educational driving or driving on ice, is prohibited.

It is forbidden to cross the borders of the country where the vehicle is picked up with the vehicle without the permission of the rental company. Smoking is not permitted in the vehicle and the transport of pets in the vehicle requires additional authorization from the rental company.

The Renter is always fully responsible for parking fees and parking tickets, private parking control fees, overload penalty fees, on-site fines, fines for speeding or other traffic violations, road tolls and congestion charges caused by the use of the vehicle during the rental period, unless otherwise stated. The Rental Company reserves the right to charge the Renter's credit card for all such fees and charges, or associated costs caused by the Renter. An additional administration fee will be applied to each charge. The value of the administration fee is indicated on the price list. The

hirer authorises the rental company to charge these charges to the hirer's credit card up to 24 months after the rental.

The hirer is in any case obliged to compensate the costs, if the credit card debit is not sufficient. By signing the rental agreement, the hirer authorizes the rental company to disclose his/her identification information to the authorities for the imposition of the above-mentioned charges.

The hirer must pay for the fuel used. The type of fuel to be used in the vehicle must be stated in the rental agreement and/or vehicle registration. The Hirer is fully responsible for any damage caused to the vehicle by filling the tank with the wrong fuel or using the wrong quality fuel. If the Hirer returns the vehicle with a partially filled tank, the Rental Firm has the right to charge for the missing fuel and any refueling costs at the price indicated in the rental agreement or price list.

#### Winter Conditions:

To avoid freezing damage to the motorhome, the hirer must ensure that the rental vehicle is properly heated at all times. The water system is particularly susceptible to damage caused by extremely cold temperatures. Additional information on driving in winter conditions is given at pick-up.

### **4 RESPONSIBILITY OF THE HIRER FOR THE VEHICLE AND ITS ACCESSORIES**

The renter shall compensate the rental company for any damage and loss of the vehicle and its accessories during the Rental Period and, as compensation for service interruption, pay for the days the Vehicle was not used during the period of repair of the vehicle for a maximum of thirty (30) days. However, the hirer's liability is limited to the deductible specified in the rental agreement. The deductible is charged separately for each case of damage or loss. The deductible may be reduced or, in some cases, completely eliminated by a surcharge agreed upon separately in the rental agreement.

The hirer will compensate the renter for the damage in full, without any restriction as to risk, if the damage has been caused or incurred in one of the following ways : excessive loading, smoking in the vehicle, damage to the vehicle's upholstery, driving with over- or under-inflated tires, loss of keys, use of poor quality fuel, sandstorm damage, snow damage if indicated by signs, driving in places that are too narrow for the size of the vehicle, driving on roads or in areas in poor condition or other negligent or improper use of the vehicle. In addition, it is strictly forbidden to drive the vehicle when the wind speed exceeds 15 meters per second. The hirer is also required to check the weather conditions and forecast on a daily basis. The hirer acknowledges that he/she has received all necessary information on how to check the weather conditions at any time. If the hirer violates this condition and the vehicle is damaged in these conditions, the insurance cover is NOT valid on the vehicle. Any wind warning from the rental company does not limit the renter's liability.

The hirer's total liability for compensation is always for damage that is directly or indirectly due to criminal behavior, use of the vehicle under the influence of alcohol or other intoxicating substances or any other violation of the terms and conditions of the rental agreement occurring intentionally or through gross negligence. The Hirer must compensate the Rental Firm for the cost of cleaning due to any unusual soiling of the Vehicle. The Hirer is released from liability to the renter in respect of his own risk, as well as if the renter receives full compensation from a potential third party who caused the damage or from his insurance company.

### **5 PROCEDURE IN THE EVENT OF DAMAGE OR BREAKDOWN OF THE VEHICLE**

The Hirer must immediately inform the Rental Firm of any defects or damage to the Vehicle during the Rental Period. Damage that occurs inside the vehicle is not covered. If the renter has purchased windshield and tire insurance, the rental company will not hold the renter responsible for loss or damage to the tire or damage to the vehicle windshield. The Windshield and Tire Protection provides protection for a damaged windshield or tire. For a second or more damage, costs are in accordance with normal prices. All vehicle infractions, traffic accidents and personal injury or animal damage must always be reported to the police. In the event of damage, the renter must always complete a written damage report and submit it to the rental company. The Hirer must pay full compensation for the damage, if the Hirer does not complete a written damage report. The hirer is fully liable for any damage resulting from the negligence of the aforementioned report.

The rental company is responsible for any technical failure appearing in the vehicle during the rental period that is not due to the fault or operational negligence of the hirer. Insofar as the defect or fault is the responsibility of the rental company, is necessary for continued driving and a repair authorization has been granted by the rental company, the hirer is entitled to a full refund of the repair costs paid for the external repair shop for that particular defect or fault.

An invoice for the repair work and the payment made must be presented to the rental company. If the vehicle is out of service for 24 hours or more through no fault of the Hirer, the liability of the Rental Company to the Hirer is limited to the reimbursement of a daily rate or part thereof. The Hirer is obliged to take the vehicle to the nearest repair location indicated by the Rental Company. The daily reimbursement will only be made for the days on which the vehicle is broken down through no fault of the Hirer. The insurance policy and its deductibles are subject to traffic accidents and damage to the vehicle, refundable only by the traffic insurance. No policy is applicable to damage caused by improper use of the vehicle.

### **6 RENTAL REGULATIONS**

Unless another method of payment has been agreed upon, the hirer shall pay for the rental in accordance with the rental agreement with any additional charges with his payment card. Already at the conclusion of the rental agreement, the hirer approves the final calculation prepared for the rental in advance without signing it personally.

Within the framework of the rental, the rental company has the right to make a prior confirmation of the hirer's payment

card for the amount corresponding to the estimated final settlement and other potential costs, by which the rental company ensures that the account of the hirer's payment card has a sufficient balance and that the payment card is valid.

The renter has the right to debit the hirer's credit card, specified in the rental agreement, with additional charges for the following items in addition to the rental amount in accordance with the rental agreement : the basic excess in accordance with the rental agreement, fuel costs, rental amounts and charges for the extension of the rental period, vehicle delivery and pick-up costs, as well as parking tickets, private parking control fees, on-site fines, road tolls, congestion charges and overload penalty charges caused by the use of the vehicle during the rental period, and other charges comparable with their administrative costs.

If the legal entity specified in the rental agreement as the hirer is not willing or able to pay for the rental, the person who signs the rental agreement on behalf of that hirer is personally liable for the rental and any additional charges in accordance with these rental terms and conditions. In addition, where it deems it necessary, the rental company has the right to demand two (2) credit cards from the hirer as security for the costs arising from the rental.

## **7 LIABILITY OF THE RENTAL COMPANY IN THE EVENT OF VEHICLE DEFECT AND DELAY**

If a technical fault or other defect appears in the vehicle during the rental period for which Hirer is not liable, according to the rental agreement and these General Terms, hirer may demand that Rental Company repairs the defect or a reduction in price corresponding to the defect. Rental Company reserves 24 hours' time to fix the defect and claims to compensation by hirer can be declined, if Rental Company fixed the defect within 24 hours since it received information about it.

If the renter is unable to return the vehicle to the hirer's use in accordance with the terms and conditions of the rental agreement, the hirer is entitled to receive compensation for all reasonable direct costs incurred by the hirer for the delay. Any claim for compensation on the basis of a defect for which the renter is not responsible, or which was not notified to the renter prior to the conclusion of the rental agreement, is hereby excluded. Any defects in the vehicle, its equipment or rented items that are discovered after the vehicle has been handed over must be reported to the renter as soon as they are discovered. The renter reserves the right to refuse any claims for compensation if the hirer does not report the defects to the renter before the agreed date of return of the vehicle.

## **8 RETURN OF THE VEHICLE AT THE END OF THE RENTAL PERIOD**

The Hirer must return the vehicle with all its accessories to the agreed location at the end of the rental period. Return times cannot be changed during the rental period without the agreement of the rental company. The rental period expires when the vehicle with its keys has been returned to the Rental Company or when the Rental Company has received notification from the Hirer that the vehicle has been returned to a location approved by the Rental Company. If the vehicle has not been returned in this way and no extension of the rental period has been verifiably agreed, the renter may notify the police. The rental company has the right to charge the hirer for the entire rental for the duration of any delay in return and to compensate the hirer for any extra work caused to the rental company and for any other economic loss related to this. Unless otherwise agreed, the vehicle must be returned with a full tank of fuel.

The Rental Company is not responsible for goods left in the vehicle by the Hirer at the time of return.

## **9 CONTROL AFTER THE END OF THE RENTAL PERIOD**

The Hirer undertakes to carry out a post-rental inspection in the event that the vehicle is not returned at the deposit time agreed in the rental agreement, or if a post-rental inspection has been agreed separately with the Rental Firm. If a post-rental inspection is carried out, the Hirer gives the Rental Firm the right to charge to his/her credit card: all damage caused to the vehicle during the rental period, fuel surcharges, any missing items or equipment.

The Hirer agrees to be charged for these charges, without being present to confirm these charges. In the case of an invoice, the Rental Company will provide the Renter with all billing documents electronically. If the credit card cannot be charged for the accumulated charges, this does not relieve the hirer of the obligation to pay the said charges. A post-rental check is also used in the case of a one-way rental to a location that does not have a permanent rental station. The Hirer's responsibility for the vehicle remains during the post-rental inspection until the rental station has checked and confirmed the return condition of the vehicle with the Hirer.

## **10 RETURN OF THE VEHICLE BEFORE THE END OF THE RENTAL PERIOD**

If Customer returns the vehicle before the expiration of the rental period, the rent is determined according to the used rental period on the pricing criteria according to the Rental Agreement. If the vehicle has been rented on special terms, early return of the vehicle may lead to a change in the type of price list and thereby a change in the daily rent.

In the case of prepaid rentals, early return of the vehicle does not obligate Rental Company to return the rent paid in advance to Customer.

## **11 CANCELLATION OF THE AGREEMENT**

The renter has the right to cancel the rental agreement with immediate effect if it appears that the hirer materially breaches the terms and conditions of the rental agreement. In this case, the Hirer must immediately return the vehicle with all accessories to the agreed return location.

Either party may cancel the rental agreement if the vehicle is stolen or if a fault preventing the use of the vehicle for which the renter is responsible is committed in the vehicle and the renter fails to deliver a replacement vehicle within a reasonable period of time after notification.

## **12 DISPUTES CONCERNING THE RENTAL CONTRACT**

Any dispute concerning the lease contract is mainly resolved through negotiations. If the dispute is submitted to a court for decision, the matter is resolved by the district court of the domicile of the rental company or, in the case of consumer disputes, by another statutory court of first instance.

### 13 GEOLOCATION

All vehicles are equipped with electronic tracking devices.

### 14 PERSONAL HIRER DATA

The rental company collects the personal data that you voluntarily provide. The hirer and all drivers of the vehicle agree that the rental company may store the personal data. Rental Company will not pass on this information to other companies outside the Touring franchise network Cars™ or to rental companies other than Rental Company's insurer and the authorities responsible for any traffic, parking, traffic or other offences. For more information, please see our privacy policy.

### 15 INSURANCE COVER

The insurance coverage is divided into two different parts. The compulsory insurance covers all the damages or accidents to the third party caused by the driver. The second one is the collision insurance, which covers damages to rental vehicle caused by an accident.

Collision insurance covers damages to the vehicle due to an accident, fire or theft.

The insurance is NOT valid if the vehicle is being used under the influence of alcohol or illegal drugs, or if the damage is caused by careless behavior.

The collision insurance does not cover any interior damage that are not caused by a traffic accident.

Hirer will be given details of the current defects on the vehicle in the damage form. Hirer is responsible of familiarizing themselves with the damages prior to signing the document. Hirer is liable for all new damages found on the vehicle upon the end of hirer's rental period. All new damages, which were not marked on the agreement upon pickup, will be charged from the hirer. This notice is given for the hirers' protection.

The rentals include collision insurance with TC Basic deductible. In a case of an accident caused to the rental vehicle, the hirer needs to pay maximum the deductible per damage, per accident, per lost item or per punitive sanction (please, see the returning policy). The collision insurance covers the part of the monetary loss, which exceeds deductible value per damage. Insurance deductible does not cover interior damages which are not caused by traffic accident.

The minimum reduction period for lowering deductible is 7 rental days or equivalent monetary payment. All additional drivers need to be named for the insurance to be valid. If a non-designated driver drives the rental vehicle TC Basic insurance terms and conditions apply with corresponding deductible value per damage. All other rental and insurance conditions remain the same.

The maximum payment for deductible reduction is 30 days period. The selected deductible level is valid for the whole rental period regardless of the rental duration. Windshield and tire protection in Iceland has no maximum payment period.

Vehicle insurances are valid only in rental station countries, vehicles cannot be taken abroad without a special agreement with the renter.

Exclusions to insurance coverage in Iceland:

- Only the optional Windshield and tire protection gives protection against windshield or tire damage.
- No insurance policy is applicable to damages to the chassis, water damage, damages caused by wind gusts, damage done by animals, or any other damage derived of driving on roads/surfaces with unsuitable conditions.
- The hirer will be responsible of any cost derived of misplacing the vehicle keys or recovering the vehicle in the event of being stuck, submerged, or abandoned, unless they are originated by a technical fault of the vehicle. Insurance does not cover damages caused by improper use of the motorhome.

### 16 CANCELLATION AND MODIFICATION

In the event of cancellation or shortening of confirmed reservations, a fee will be charged as follows:

- cancellation notified more than 35 days before departure: No charge (deposit refunded)
- cancellation notified between 35 and 27 days before departure: 25 % of the invoice amount
- cancellation notified between 26 and 21 days before departure: 50% of the invoice amount
- cancellation notified less than 20 days before departure: 100% of the invoice amount

All cancellations must be notified by e-mail with acknowledgement of receipt.

### 17 SURCHARGES

If either of the two gas cylinders is opened upon return from the rental, the hirer will be required to pay a surcharge unless the prepaid refill fee has been paid in advance.

Fuel Purchase Option

A refueling service will be applied to a rental if a vehicle is returned with less than a full tank of fuel. Hirers may also elect the fuel purchase option at the time of vehicle pick-up. The fuel purchase option is available at the time of rental and allows the renter to avoid having to refuel the vehicle before returning it.

Cleaning Surcharge

Unless the hirer has purchased a final cleaning package, the vehicle must be returned with an empty waste water tank



and toilet cassette. The interior of the vehicle must also be clean. Failure to do so will result in a cleaning surcharge.

Smoking supplement

Smoking is not allowed in the camper van, a smoking penalty will be applied in case of violation of this rule.

Animal supplement

Pets are not allowed in the motorhomes without prior agreement. A pet cleaning surcharge will be applied after the rental if the pet cleaning fee has not been booked in advance.

**Modifications:** Each modification requested by the hirer, other than a cancellation, will be subject to a fee. A modification requested less than 35 days before departure will be considered as a cancellation.

### **Litigation**

The provider reserves the right to change the vehicle for another appropriate to the number of occupants. This does not constitute a breach of contract and does not authorize the tenant to claim any compensation. The photos are not contractual and the choice of vehicles is made by category and not by model.

The present general conditions are subject to French law. Any dispute arising from the execution, interpretation or application of the travel contract shall be brought before the competent court in the place of the registered office of the company CampingCar online.

Updated 18/09/2023