

# General Conditions 4wd Beaver Overlander

For travel from 01/01/2024

To 31/12/2024

## HOURS, DAYS OF OPERATION AND RENTAL CONDITIONS

Please note that a night's rest on Canadian soil is mandatory before departure.

**Departures>Returns:** Departures are from Monday to Saturday between 8:30 am and 3:00 pm. Returns are between 8:30 am and 11:30 am from Monday to Saturday.

**Rental center hours:** all rental centers are closed on Sundays

Abbotsford: Monday to Friday 8:30am to 5pm / Saturday 8:30am to 4pm\*

Calgary: Monday to Friday from 8:30am to 5pm / Saturday from 8:30am to 4pm

Edmonton: Monday to Friday 8:30am to 5pm / Saturday 8:30am to 4pm\*

Toronto: Monday to Friday from 8:30am to 5pm / Saturday from 8:30am to 4pm\*

Halifax: Monday to Friday from 8:30am to 5pm / Saturday from 8:30am to 4pm\*

\*Saturday departures from November 1st to March 31st are on request.

Closed on the following holidays: January 1 (New Year's Day), February 19 (Family day in Abbotsford, Calgary, Edmonton and Toronto), March 29 (Good Friday), May 20 (Victoria Day), July 1 (Canada day), August 5 (Civic day in Abbotsford, Toronto and Halifax), September 2 (Labour Day), October 14 (Thanksgiving), November 11 (Remembrance Day), December 25 (Christmas Day), December 26 (Boxing Day).

**Minimum rental period: 7 nights**

**Minimum age and driver's license:** A valid driver's license from the country of residence is required. Drivers must be 21 years or older, no age limit. Drivers who do not have a driver's license printed in the Latin alphabet require an international driver's license.

## DEPOSIT

**Security deposit with authorization of \$750** on the day of departure by credit card (Visa, MasterCard or American Express). Please note that the security deposit is by credit card only, cash, prepaid cards or debit cards will not be accepted.

## MORE, MORE, MORE ABOUT THE BEAVER MODELS

**Very recent vehicles:** model year 2021-2023\*.

**Departures:** possibility of **departure in the morning**.

**Transfers:** between certain hotels (list on request) or the international airport to the rental center. Transfer also on the day of return between the rental center and the international airport

**Five rental centers** from the east to the west coast.

Possibility to pick up here and drop off elsewhere (**one-way**), please consult us.

**Optional equipment** (GPS, Wifi Hotspot, bikes etc.).

\*The in-service date of a vehicle is the date on which the very first hirer drove the vehicle. Example: a vehicle with an in-service date of 2021 was first leased after January 1, 2021, even though it was manufactured in 2020.

## THE DAY "D"...

**Departures** are between 8:30 am and 3:00 pm.

**Transfers** are organized until 1:00 pm. Please let us know where you would like to be transferred (list on request).

You will need to contact the rental center one or two days before your departure to indicate the time of your arrival at the rental center or to know the time of your transfer.

You will not be able to pick up your vehicle the same day you arrive on an international flight. We recommend that you spend the first night in an airport hotel or motel.

Departures in motorhomes can be long, especially during the high season, so we strongly recommend that you do not plan a long trip on the first day. Remember to have a good look at the vehicle inside and outside (or take pictures).

### ...AND THE LAST DAY

The vehicles must be returned between 8:30 and 11:30 at the latest (think of the next traveler...). The vehicle must be returned in a correct state, with the black and grey water tanks emptied. The gas tank must be returned with the same quantity as on the day of departure.

### TRAVEL WITH YOUR KIDS

Good news, most Beaver models have 3-point belts! But ask beforehand which models can be fitted with child seats or booster seats. For large groups, you should also find out how many child seats and/or booster seats can be fitted in the same vehicle.

We can offer you child seats and or booster seats on these models. However, you will have to tell us the age, weight and height of your children at the time of booking.

### SOME TIPS FROM THE TEAM OF CAMPINGCAR-ONLINE, ROAD TRIP ORGANIZER IN CANADA SINCE 2001

It is possible to rent motorhomes in Canada all year round but beware that temperatures in this vast country can be extreme. Most of the vehicles can be "winterized" from mid-October to mid-April. During the summer period, the vehicles are reserved very, very early (about 8 months). Don't delay in asking us for availability! We will be happy to help you with your itinerary, but first you need a vehicle!

### GENERAL CONDITIONS

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 hirer agrees not to attach a trailer or similar vehicle, not to make any modifications to the vehicle.

**Availability:** Every effort is made to ensure that the reserved vehicle is available. However, if, due to unavoidable circumstances, the reserved vehicle is not available, the renter reserves the right to replace it with another of equal or greater value. Subsequent expenses (additional ferry costs, petrol, etc.) are the sole responsibility of the hirer.

If the hirer decides that the vehicle model reserved is too large, the renter may offer a smaller vehicle if available. The renter will not charge for the vehicle exchange, but no refund will be given for the price difference between the categories.

**Drivers:** A valid driver's license from the country of residence is required. Drivers must be aged 21 or over, with no age limit. An International Driving Permit (IDP) is recommended, but is only valid in combination with the national driving license.

The IDP is a special permit that allows motorists to drive abroad, and is valid only if accompanied by a valid driver's license from their own country. The renter does not require an International Driving Permit, but recommends that hirers have one in case they are stopped by the police. Driving licenses not printed in the Latin alphabet must be accompanied by an international driving license in English. The renter declines all responsibility if the police refuse to accept a license on the grounds that it is not accompanied by an IDP.

**Departures:** Vehicles can be collected between 08:30 pm and 3:00 pm. Departures on the same day in the event of arrival on a flight whose total duration exceeds 6 hours (including connecting flights) are not permitted. Hirers must spend the first night in a hotel. Hirers arriving at the station by their own means are advised to inform the rental center of their expected arrival time at least one working day in advance.

Shuttle transfers are available until 1:00 p.m. and cost up to \$100. No refunds are possible for transfers not used in one direction. To arrange the transfer, the hirer must contact the relevant rental center 3 to 5 days before the day of departure. Priority for shuttle transfers will be given on a first-come, first-served basis.

The renter will not offer any refunds for rentals returned before the agreed return date.

All charges are subject to final audit. In the event of overcharging or undercharging, the hirer will pay the corrected amount or receive a refund.

Vehicles are supplied to the hirer with a full tank of petrol (or diesel) and must be returned with a full tank.

**Return of the vehicle:** The returns are done between 08h30 and 11h30. The renter will not refund for early returns.

If the renter returns the vehicle to a location other than that specified on the rental agreement, the renter agrees to pay the original rate plus any applicable redistribution or towing charges. Renter is advised to report any problems with a rental vehicle as soon as possible. No refund for inconvenience or loss of vacation time will be considered for unreported problems.

Shuttle transfers operate on a first-come, first-served basis once the return procedure has been completed. Hirers cannot reserve the shuttle in advance. Transfer times may vary according to traffic conditions. The shuttle service is available until 1 pm.

Vehicles must be returned clean. This includes the kitchen, bathroom and common areas. A penalty of \$50 per hour will be applied for cleaning vehicles returned in unsatisfactory condition. If the vehicle was returned without emptying the black and grey water tanks, a penalty of \$35 will be applied. Washing of the exterior is not required, however, it is recommended that people traveling to the Northern Territories wash the vehicle outside before returning it to avoid any delays on the return trip. Vehicles are non-smoking, the renter reserves the right to apply a penalty of \$250.

**Refunds / Repairs / Loss of use:** All replacement parts or repairs over \$50 require prior authorization from the renter. Please note that refunds can only be made upon presentation of a valid receipt. Malfunctions of air-conditioning systems, microwave ovens, refrigerators, slides, radios and cruise controls are not considered breakdowns, and such malfunctions do not warrant a vehicle exchange.

No refund will be given for loss of use due to loss of time resulting from accidents, damage or breakdowns, nor for subsequent expenses arising therefrom (including, but not limited to, pre-booked camping fees, event fees, rebooking fees, ferry fees, etc.).

**Safety belts and child seats:** the number of passengers must not exceed the number of seatbelts when the vehicle is in motion. The types of safety belts (lap or 3-point) and the presence of attachment hooks for baby, child or booster seats vary according to the model. In all cases, it is up to the hirer to decide whether or not to use a baby or child seat or booster seat in the rented vehicle.

**Pets:** pets are allowed by prior arrangement. A surcharge of \$200 per pet applies.

## **INSURANCE**

The daily rate includes liability insurance covering the renter up to \$5,000,000.00 for any claim for bodily injury or property damage to a third party arising out of the use of one of his vehicles, provided that all safety instructions recommended by the renter have been followed. The daily rate also includes vehicle damage insurance with a \$7,500 deductible applicable per occurrence. All insurance coverages will be declared null and void if any of the terms of the rental agreement are not met.

**Partial Damage Waiver:** unless excluded, reduces the deductible amount to \$750 (not available for departures from Whitehorse from November 1 to March 31). This insurance provides for the replacement of the vehicle if it is no longer operable (unless the malfunction is a direct result of the hirer's negligence, mishandling, abuse or violation of any regulations).

The replacement vehicle will be delivered to a location agreed upon by the renter and the hirer and will be limited to a province or state adjacent to the province in which the hirer originally picked up the vehicle. The renter is not required to deliver the following models: Van Conversion, C-Large, C-X Large in the Yukon, Northwest Territories, Nunavut, Newfoundland, Labrador or Alaska. Lodging, food, etc. are the responsibility of the hirer.

The following damages are covered by the partial buy-back of the deductible reduced to \$750 per damage:

- Damage to the vehicle as a result of a traffic accident or collision (including the upper and lower parts of the vehicle);
- Hit and run, vandalism, theft or fire;
- Damage to the vehicle as a result of burglary;
- Damage to tires;
- Damage to the windshield and windows;
- Damage to the vehicle as a result of a collision with an animal;
- Damage to the vehicle as a result of reversing the vehicle;
- Damage to the vehicle as a result of a natural disaster (hail, floods, storms);
- Damage to the interior of the vehicle;
- Replacement of lost keys or recovery of keys left inside the vehicle.

**Full Damage Waiver:** unless excluded, reduces the deductible amount to \$0 (not available for departures from Whitehorse from November 1 to March 31). The following damages are covered by the full deductible:

- Damage to the vehicle as a result of a traffic accident or collision (including the upper and lower parts of the vehicle);
- Hit and run, vandalism, theft or fire;
- Damage to the vehicle due to burglary;
- Damage to tires;
- Damage to the windshield and windows;
- Damage to the vehicle as a result of a collision with an animal;
- Damage to the vehicle as a result of reversing the vehicle;
- Damage to the vehicle as a result of a natural disaster (hail, floods, storms);
- Damage to the interior of the vehicle;

Replacement of lost keys or recovery of keys left inside the vehicle.

**Insurance exclusions:** the hirer will be fully liable in the following circumstances:

Damage caused by negligence or intentional damage;

Damage caused by an unauthorized person driving the vehicle (not listed in the rental agreement);

Damage to the vehicle due to failure to maintain proper fluid levels;

Damage due to the use of improper fuel, contaminated fuel or fluid;

Damage due to failure to maintain proper tire pressure;

Damage due to improper use of the brakes (overheating), or transmission or any other component of the drive train;

Damage due to driving the vehicle in an unauthorized area;

Damage due to failure to comply with height restrictions or other road signs

Damage resulting from driving with the awning and/or slide-out deployed;

Damage caused by driving under the influence of alcohol, drugs and/or other substances;

Damage caused by driving on icy roads;

Damage caused by the use of snow chains;

Damage caused by one or more pets;

Damage caused by failure to comply with the rental agreement.

Theft, loss or damage to personal property and personal injury are the responsibility of the hirer.

For all damages exceeding an estimated \$2,000 and not covered by deductible agreements, a replacement vehicle will only be shipped upon receipt of full payment of the estimated damage amount. Additional charges or refunds (if any) will be processed once the actual cost of repair has been determined. The cost of towing or recovering a vehicle not covered by roadside assistance (Ford / Dodge / Chevrolet) is not covered by the partial buy-back or full buy-back insurance, unless the hirer can prove that he/she contacted Ford and the service was refused. Theft, loss or damage to personal property and personal injury are the responsibility of the hirer.

Third Party Insurance: If the hirer is covered for damages by third party insurance, the hirer agrees to pay the rental company for all damages upon return. It is the hirer's responsibility to claim from their third party insurance company and review their own policy to ensure that all damages are covered.

**Security Deposit:** In the event of an accident, the renter will hold the security deposit until the insurer determines liability for the accident. If the insurer notifies the renter that the hirer is not responsible for the accident, the renter agrees to refund the security deposit immediately upon receiving notification from the insurer. The renter shall not be liable for any exchange rate fluctuations during the period a security deposit is held.

## TRAVEL RESTRICTIONS

Travel to the Yukon, Northwest Territories, Nunavut or Alaska (USA) is permitted, but the renter will not provide a replacement vehicle in these areas. It is not recommended to travel in these areas with the following models C-XLarge or A-30.

The renter does not allow travel to the following locations:

? Mexico

? Death Valley, California, between June 1 and August 31.

? On non-public roads and off-road driving.

The renter does not allow the vehicle to be left unattended in the following locations: Montreal, Quebec, Ottawa, New York. Failure to do so will void all coverage agreements and make the hirer liable for theft and/or damage.

Large Events: Use of the rental vehicle for any large outdoor event may be subject to an additional deposit or surcharge. Vehicles for festivals and events must be explicitly requested at the time of booking.

Participation in the Burning Man Festival with a rented vehicle is not permitted. Failure to comply with this restriction will result in a penalty of a minimum of \$5,000, cancellation of buy-back insurance and liability of the hirer for all costs involved (including, but not limited to, damage and clean-up).

Restrictions in the Northern Territories:

- (British Columbia) Highway 20 between Anahim Lake and Bella Coola: prohibited for C-XLarge.

- (Yukon) Canol Road Highway 6, North of Roth River and Aishihik Lake Road, between Dease Lake and Telegraph Creek: no insurance coverage

- (Alaska) Dalton Highway 11 between Coldfoot and Prudhoe Bay, McCarthy Road between Chitina and McCarthy: no insurance coverage

## Other Restrictions:

The rental company reserves the right to limit travel on certain roads or sections of road. The conditions for vehicle replacement in case of breakdown or accident described above do not apply to the above mentioned routes.

**Winter Travel:** All vehicles departing between October 1 and April 30 may be subject to winterization. The decision will be made based on the expected temperatures at the time of departure and the weather forecast. If the vehicle is winterized, there will be no water on board, you'll need to provide external water cans, and the shower won't be usable. If you wish to use the toilet, you'll need to bring plumbing antifreeze (not to be confused with motor vehicle antifreeze) so that liquids don't freeze in the tank. The same applies to sinks (grey water). If you plan to empty liquids into the grey water tank, please note that a cup of antifreeze will be needed after each use to ensure that the water doesn't freeze in the siphon, and that the tanks can't be filled to more than 50% (leaving enough air to allow expansion

should the contents still freeze). As all public dumps will be closed, a \$25 tax will be levied on return if the gray or black water tanks have been used.

If temperatures are expected to be below -35°C, the renter reserves the right to cancel the rental for safety reasons.

**In the event of an accident:** any damage and/or injury involving a third party (vehicle, person and/or property) must be reported immediately to the police. All damage must be reported to the renter as soon as possible.

Make sure no one has been injured. Call the police and an ambulance (if necessary). Contact the rental center. Contact the third party involved: - Record name(s), address(es), license plate(s), Record the name(s), address(es), license plate(s), make(s) and model(s) of the vehicle(s) of the third party(ies) involved or of the damaged property if no third party was involved - Record the name of the third party's insurance company - The hirer must not admit any responsibility - Make a police report within 24 hours - Complete and sign the "Accident report" found in the vehicle - Obtain a copy of the police report and immediately forward it to the renter - Record the exact location of the accident - Obtain a copy of the police report and forward it to the renter - Use a camera or video camera to record the exact circumstances of the accident - If there are witnesses, contact them and take their contact information.

For all damages in excess of an estimated \$2,000 that are not covered by the renter's deductible agreements, a replacement vehicle will be sent only upon receipt of full payment of the estimated amount of damage. Additional charges or refunds (if any) will be processed once the actual cost of the repair has been determined.

**Fines and penalties:** the hirer of the vehicle is fully responsible for all toll charges and fines or other consequences resulting from violation of traffic laws, parking ordinances or bans, or any other laws or regulations, during the rental period. As a courtesy, the renter will ensure that tickets and fines are paid in a timely manner if the hirer provides the ticket and payment. For any ticket, fine or toll processed after completion of the rental agreement, the renter reserves the right to charge an administration fee of up to \$25 in addition to the amount of the fee and/or fine and associated costs. All charges will be debited from the hirer's credit card and the hirer will be notified by e-mail or regular mail. Hirers are encouraged to inform the renter of any potential toll charges or fines at the time of return in order to avoid administration fees.

**Change fees:** the first change to the booking details, whether it be travel dates, duration or vehicle size, will not incur a service charge. Any additional changes will be billed at \$50. The renter reserves the right to revise costs, so the reservation may be subject to a cancellation and rebooking process and therefore incur the appropriate cancellation fee.

Reservations are not transferable to other hirers. Changes in hirer names will be treated as a cancellation and re-booking, unless the hirer who originally made the booking is present at the time of departure.

Consecutive rentals for the same hirer will be treated as two separate rentals. A hirer may not book two consecutive rentals in order to benefit from a tax reduction or special offer that would not otherwise apply. Example: If rental no. 1 is to be dropped off on June 1 and rental no. 2 is to be picked up on June 1 at the same location, the hirer must return the vehicle and end the first rental on June 1.

Note: all changes and cancellation fees are subject to taxes.

In the event of a date change, the new travel dates must fall within the same calendar year. Postponement of the rental date to the following calendar year will be treated as a cancellation and will be subject to fees.

The cancellation charges applied will be based on the travel dates originally requested.

The renter assumes no responsibility in the event that a reservation or rental is canceled, rescheduled, modified, postponed or interrupted due to an act of God, force majeure, unforeseen event or any other event that makes the performance of the rental impractical, illegal or impossible.

#### **Cancellation conditions :**

Cancellation notified more than 50 days before departure: 10% of total cost plus tax

Cancellation notified between 50 and 35 days before departure: 35% of total cost plus tax

Cancellation notified between 34 and 20 days before departure: 85% of total cost plus tax

Cancellation notified less than 20 days before departure: 100% of rental charges plus tax

No refund will be given for a vehicle returned before the due date

One way rentals will always incur a charge of the one way cost (in addition to applicable above fee).

Special cancellation fees for group reservation please contact us

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

**Hirer's responsibility and renter's responsibility:** by signing the front of this contract, the hirer acknowledges that he/she has read, understood and accepted full responsibility for the terms and conditions contained in this contract, which also includes the optional documentation provided to the hirer as part of this contract, and is bound by these terms and conditions.

Hirers must sign the terms and conditions at the time of vehicle collection. The terms and conditions are subject to change without notice.

#### **Dispute**

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 hirer 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 01/01/2024