#### Icerental4x4 - Bogatröð 2, 262 Reykjanesbær - Iceland

# **TERMS AND CONDITIONS**

### Age requirements and driver's license

The Renter must be 18 years of age to rent a car with Icerental4x4. The young driver fee is applied for renters aged 18-20. The Renter and all drivers must have held their driving license for 12 months and must present it at the beginning of the rental.

### Credit card imprint and deposit

All rentals are subject to the full rental agreement terms and conditions at the time of rental. A credit card imprint and deposit will be taken at the start of all rentals for security reasons, even when a voucher covers the rental cost. This credit card imprint may be used to pay all extra charges such as additional insurance, fines, damages or any cost due to the rented car due to the Renter's use of the car. The deposit amount will be released after inspection by Icerental4x4 at the end of the rental.

Note: Renter(s) who purchase the Silver, Premium or Platinum Insurance Plan do not pay any deposit.

# Rental period

The minimum rental period at Icerental4x4 is -48 hours. When the drop off is one-hour or more after the pickup time, it will be registered as a full day. The maximum rental period at Icerental4x4 is 30 days.

## **Cancellation Policy**

All cancellations must be made by e-mail.

- 1. Charges for cancellations made more than 48-hours before the rental start: Full refund on confirmation fee.
- 2. Charges for cancellations made less than 48 hours notice: No refund
- 3. In case of no show or early return: No refund will be made.

# Pick up and drop off service.

We offer to pick up and drop you off at Keflavik International Airport. We provide a free shuttle service to and from the airport to our office and within Keflavik city.

#### Travel abroad

Taking a vehicle outside of the country is forbidden.

## **Late or Early returns**

Late returns of more than one hour after the scheduled drop off time will result in charge of one extra day. There is no refund for early returns of the vehicle.

#### **Fuel**

The vehicle is normally full of fuel; the Renter must return the vehicle full of fuel unless delivered otherwise. An Administration fee of ISK 3.000 ISK will apply if the vehicle is not returned with a full tank of fuel or at the same fuel level as it was provided with. Renter(s) is fully responsible and will need to carry the repair cost and transportation if the wrong fuel type is pumped into the vehicle.

# Car type

Icerental4x4 reserves the right to substitute vehicles when the reserved car types are unavailable. Icerental4x4 cannot guarantee the brand, but it will also guarantee a similar car or an upgrade.

#### TAX

Local value-added tax (VAT) is 24%

#### **Insurances**

All our car rental vehicles come with Third Party Liability, Collision Damage Waiver(CDW) and Theft Protection(TP). CDW covers the bodywork of the car. In case of collision, the body of the vehicle usually gets damaged. The self-risk (excess) for CDW is 350.000 ISK. That means that in case of dents and scratches to the vehicle, the maximum amount to pay is 350.000 ISK. If it is under the excess, we will only charge for the amount that will cost to repair the vehicle.

# **Super Collision Damage Waiver (SCDW)**

CDW insurance is included in the price; the driver liability is in excess of 350.000 ISK For all cars. The Renter can purchase SCDW insurance, and by doing so, he lowers the self-risk of CDW down to 110.000 ISK for 4x4&Vans and 90.000 ISK for 2WD vehicles. If there is any dent/scratch on the vehicle, the maximum amount to pay is 110.000 ISK or 90.000 ISK depending on the vehicle model. If it is under the excess, we only charge for the amount that will cost to repair the vehicle.

Covers collision damage up to 110,000 ISK for 4x4&Vans and 90.000ISK for 2WD.

# **Gravel Protection(GP)**

In Iceland, many gravel roads may lead to small rocks that can go loose while driving and hit the vehicle. This loose gravel can lead to chips on the painting at the front of the car, windscreen, headlights, or fog lights. We recommend having Gravel Protection while renting a car in Iceland.

This protection includes damage to the front windscreen, headlights, and the front of the car when gravel or rocks get thrown on the vehicle by another car, with no self-risk.

It Covers gravel damage up to 0.

## Sand and Ash Protection (SAAP)

Sand and Ash Protection can be very important while driving in Iceland. The weather conditions can be extreme as the wind can be so strong it can reach 30-40 mph or 45-60 km/h. With these strong winds, the loose gravel can blow with the wind causing damage to the painting of the vehicle. This is common to happen on the south coast of Iceland as well as it can happen all year round.

No regular insurance cover damage from ash or sandstorm. The damage to paint, glass and plastic parts can be very expensive to the lessee, up to 10.000 EUR. The lessee can purchase SAAP to lower self-risk down from full liability to 0.

## **Theft Protection (TP)**

Iceland is known for being one of the most peaceful countries globally. However, dishonest people will always exist, so if your car were to be stolen, you would never pay more than 100.000 ISK. for the loss of your vehicle. Please note that this does not ensure missing items or other things inside the vehicle.

This protection covers the lessee from liability should the vehicle be stolen.

Self Risk for Theft Protection is 0

It is noted that in case of gross negligence on behalf of the lessee that leads to theft of the vehicle, the TP is void

### The following damages are not covered by any insurance:

Damage caused by animals
Driving while intoxicated
Damages to the chassis of the vehicle and undercarriage of the vehicle
Damages to tires/wheels
Water damages to the vehicle
Damages to the door structure (frame, hinges, etc.) caused by wind gusts
All rentals are subject to the full rental agreement terms and conditions at the time of rental.

# The following charges are not covered by any insurance:

Charges or other costs for required assistance because of a breakdown or damage that is the driver's responsibility. Towing costs and other expenses Charges when wrong fuel is put into the vehicle

Charges for losing extra types of equipment like a car key or a GPS.

Service charges and handling fees for the Renter's use of the car. Such as fines for speeding, parking fines and tunnel fees.

General charges for towing, resulting from the Renter's misuse or mistakes, such as getting stuck in snow, sand, water or river.

All rentals are subject to the full rental agreement terms and conditions at the time of rental.

### **Payment**

All rentals can be paid with a debit and credit card. We accept all major cards like MasterCard, Visa, Maestro, American Express and Diners. If you have specific wishes regarding payments for your car rental, please get in touch with us at info@icerental4x4.is. All payments are made in ISK while picking up the vehicle.

#### Service fee

If the Renter receives a fine that Icerental4x4 needs to handle, there is an additional fee(also known as a handling fee or service charge) added by Icerental4x4:

- 3. a) Parking fine + 5.000 ISK
- 4. b) Speeding ticket + 3.000 ISK
- 5. c) Toll fine + 5.000ISK
- 6. d) Missing fuel + 3.000 ISK

Towing fee and breakdown service:

- 1. The kilometre fee for every driven kilometre driven is 400 ISK. (Calculated for the whole journey, back and forth).
- 2. Starting fee is 25.000 ISK on weekdays between 08:00-17:00.

Starting fee after hours between 17:00-08:00 is 40.000 ISK. Starting fee on weekends and public holidays is **40.000 ISK**. If the car is returned extra dirty, there is a cleaning fee of 30.000ISK. This is if the car is extremely dirty but not from normal usage. Smoking is strictly forbidden in all vehicles, and the cleaning fee due to smoking is 50.000ISK.

Through our reservation process, the payment for the reservation and by accepting the keys to your rental car, you have acknowledged and agreed to our terms & conditions of the rental agreement.

**EMERGENCY ASSISTANCE:** CALL 112

Breakdown service 24/7 Call: +354 571-2266

# **RENTAL AGREEMENT**

- 1) The Renter accepts the provisions of this rental agreement and has received a copy of it.
- 2) The driver shall be at least 20 years of age and shall have held a driver's license for at least one year before renting a vehicle. The Renter shall abide by Icelandic law and regulations when driving.
- 3) The Renter shall return the vehicle as stated below:
  - a. With all attachments, including tires, tools, documents, maps, wear and tear from use. If something is missing, the Renter agrees that the cost price of individual items that are absent when the vehicle is returned will be charged to their credit card, which the Renter used at the beginning of the rent. The same applies if extra parts that came with the vehicle are missing upon the vehicle's return or if returned in an unsatisfactory condition, i.e. these items will be charged to the credit card used at the beginning of the rent
  - b. At the predetermined time as stated on the front page of the rental agreement or sooner if demanded.
  - c. At the car rental where the vehicle was rented unless otherwise agreed. If at the end of the rental period the vehicle is not left at's venue of rent, is authorized to charge the Renter for pickup of the vehicle according to its price list.
  - d. With a full tank of fuel. If the vehicle is not returned with a full fuel tank, it is authorized to charge the renter for the difference in fuel until the tank is full at the price list.
  - e. All cars are non-smoking.
- 4) The Renter shall pay for the fuel and other needed for driving the vehicle for the period of time the vehicle is at their responsibility, which in the interpretation of this agreement, is never a shorter period than the period has to register the vehicle in its system as returned, which can only be processed during the company's opening hours.
- 5) If the Renter does not return the vehicle at the correct time according to this rental agreement or negotiates extended rental with the office, or the police are authorized to take possession of the vehicle without further notice at the Renter's expense. Extended rental is subject to the consent of. If the Renter returns the vehicle 1 hour or more after the expiry of the rental period, it is authorized to collect as much as a one-day rent according to this rental agreement. For every day that begins thereafter, may collect all charges as per the company's price list.
- 6) The vehicle shall be cautiously and carefully driven. Only persons who are registered as drivers and who meet the provisions of Item 2 above are authorized to drive the rented vehicle. If the vehicle is driven by a person who is not registered in this rental agreement, all insurance becomes null and void, in which instance the Renter is fully liable for the vehicle, for the damage it may sustain, the damage it may cause others, items or vehicles, and obligates to pay such damage in full.
- 7) The Renter has objective liability in respect of the vehicle, for example, because of damage sustained if the vehicle is stolen or if the vehicle sustains damage that will not be compensated by the company's insurance company.
- 8) stated by the insurance company, including damage to passengers or other persons.
- 9) The Renter is liable for damage derived from the use of the vehicle and will not be covered by the vehicles insurance company, including damage to the vehicle and/or passengers that may be traced to the following factors:
  - a. Off-road driving
  - b. Driving in rivers or any watercourses

- c. Intentional actions or major negligence
- d. Drivers' usage of intoxicants
- e. Usage of the vehicle that is in breach of Icelandic law and/or the provisions of this rental agreement.
- 10) The Renter is unauthorized:
  - a. Off-road driving, for example, in paths and tracks, on beaches, in areas only accessible during low tide, or in other trackless areas.
  - b. Driving on roads that are marked with an F on public maps, as well as driving the Kjölur or Kaldidalur roads, except vehicles in the category 4WD (four-wheel-drive vehicles) that agrees as appropriate for being driven on such roads. A breach of this Article authorizes to collect of fines from the Renter, equaling the amount of own-risk cf. the pricelist of at any given time. The aforementioned provision on fines does not affect the Renters liability regarding damage.
  - c. Driving on road F-249
  - d. Driving under the influence of any intoxicants.
  - e. Driving in or across rivers or any watercourses. Such driving is totally the responsibility of the Renter, cf. also Item I, Article 30.
  - f. Driving in banks of snow and ice.
  - g. Is strictly prohibited to drive on a closed road. If a lessee is driving such a road, there is a fine of 100,000kr.
- 11) In the instance of a collision or another accident, the Renter shall immediately notify the police as well. The Renter may not leave the venue of collision or accident until this has been done and until the police have arrived, or damage does not report the damage within 12 hours from its occurrence, the Renter is fully liable for the damage and shall, in such instance pay for it in full irrespective of the collision damage waiver (CDW) that is attached to the insurance taken out by the Renter at the beginning of the rent.
- 12) The number of kilometres (km) the vehicle is driven during the rental period is determined by reading the odometer of the vehicle. The Renter shall notify without delay if the odometer is or will become inactive while the vehicle is at the responsibility of the Renter and shall abide by all the instructions regarding this, including taking the vehicle in for repair. is authorized to assess the number of kilometres driven in the event of the odometer not working
- 13) The Renter agrees to pay a required deposit in the estimated amount of the rent and/or other charges the Renter may be subjected to regarding the rent.
- 14) The Renter is not authorized to have repairs or changes made to the vehicle and its attachments or to place them as guarantees without prior consent.
- 15) The Renter is responsible for all parking tickets and fines for traffic violations. Reserves the right to collect a charge from the Renter, charged against his or her credit card, according to s pricelist, if it turns out that he has to pay fines for the Renter and/or inform the authorities about the Renter because of traffic violations.
- 16) The Renter is not authorized to use the vehicle for transporting passengers against payment, lend it or sub-lease it.
- 17) The Renter shall pay all collection costs that fall on if launches collection measures because of this rental agreement.
- 18) The Renter is responsible for all expenses derived from transporting the vehicle to s location, as decided by, in the event of transportation because of an accident or damage to the vehicle, or for other reasons. In such an instance, the collision damage waiver (CDW) has no impact.
  - a. The kilometre fee for every driven kilometre driven is 400 ISK. (Calculated for the whole journey, back and forth).
  - b. Starting fee is 25.000 ISK on weekdays between 08:00-17:00.
  - c. Starting fee after hours between 17:00-08:00 is 40.000 ISK. Starting fee on weekends and public holidays is 40.000 ISK
- 20) The vehicle shall be made available to the Renter with a full fuel tank.

- 21) The Renter guarantees to do its utmost to make the vehicle available at the agreed hour. If the vehicle is presented to the Renter more than 8 hours after the agreed rental hour, the rent for the paid day shall be dropped.
- 22) If the vehicle malfunctions because of normal wear and tear or for other reasons for which the Renter cannot be at fault, shall make another vehicle available to the Renter as soon as possible or see to it that the repairs are made as soon as possible at the location decided by. The aforementioned does not affect the payment of the rent or other, which the Renter should pay according to this rental agreement. Pays no compensation in the instances stated above, neither because of accommodation nor other.
- 23) The lessor shall inform the Renter of the contents of this rental agreement, particularly the obligations the Renter undertakes by signing it.
- 24) The lessor shall, to the extent possible, inform foreign Renters about the Icelandic traffic regulations, the traffic signs and the rules prohibiting off-road driving, as well as the hazards caused by the presence of animals on the roads.
- 25) If the lessor wishes to limit the use of a vehicle with respect to its structure and/or the conditions of the roads, in other respects than stated in this rental agreement, this shall be done in writing upon the signing of this rental agreement.
- 26) The Lessor guarantees to always have valid liability insurance for its operation.
- 27) The lessor is not liable for the disappearance of items or damage to them, which the Renter or another party kept or transported in or on the vehicle. Insurance and self-risk fee (Collision Damage Waiver CDW)
- 28) The rental fee includes mandatory vehicle insurance, i.e. liability insurance and accident insurance for the driver and the owner.
- 29) Third-party liability insurance and accident insurance for the driver are to the amount stipulated by Icelandic law at any given time. The Renters own-risk (CDW) because of damage to a vehicle may amount to the full value of the vehicle; cf. a further stipulation of own-risk on the front page of this contract.
- 30) The Renter may pay an own-risk fee and thereby reduce his or her liability. The amount of the own-risk fee is according to the price list. Notwithstanding the payment of the own-risk fee, the Renter is always obligated to pay a minimum amount in the event of damage to the rented vehicle during the time the vehicle is at the responsibility of the Renter. This amount is determined in the price list. Each self-risk only applies to one incident. In instances of more damage that obviously did not occur at one and the same time, each own-risk CDW applies to only one incident. In case of accident or damages, the self-risk is paid right away.
- 31) The amounts of own-risk fees (CDW) vary depending on how high the amount of damage they apply to. In respect of own-risk fees (CDW) and to which damage amounts such payments apply, a reference is made to the price list, which is deemed as being a part of this rental agreement if an own-risk fee (CDW) is paid. The payment of a self-risk fee (CDW) does not reduce the Renters self-risk because of damage to the vehicle in the following instances:
  - a. Intentional influence of intoxicants or is in other respects incapable of controlling the vehicle in a safe manner.
  - b. Damage resulting from racing or test-driving.
  - c. Damage resulting from warfare, revolution, riots and/or civil unrest.
  - d. Damage caused by glass, radio equipment, as well as damage due to the theft of individual parts of the vehicle and damage derived thereof.
  - e. Damage caused by driving on rough roads, for example, to the transmission, the driveshaft, other parts in or on the chassis of the vehicle, damage to the chassis of the vehicle caused by the vehicle bumping against uneven roads, for example, road shoulders caused by motor graders, rocks lodged in gravel roads or by the edges of roads. The same applies to damage resulting from loose rocks hitting the bottom of the vehicle when being driven.

- f. Damage resulting from the vehicle being driven in areas where driving it is banned, for example, driving on paths, tracks, banks of snow, ice over or in unabridged rivers, streams or other watercourses, on beaches, places that are only accessible during low tide or other trackless areas.
- g. Damage to vehicles caused by driving on roads marked with an F on public maps and on the Kjölur and Kaldidalur roads.
- h. Damage to the vehicle is caused by sand, gravel, ash, pumice or other kinds of earth materials being blown against it.
- i. If the vehicle is shipped by sea, the payment of the own-risk fee does not apply to damage caused by seawater.
- j. Damage to because of the vehicle being stolen.
- k. Water damage to the vehicle.
- I. Door structure (frame, hinges etc.) caused by wind gusts.
- m. Damages that happen on road F-249
- n. The lessee is responsible for all costs if it is incorrectly fitted with fuel on a vehicle from Icerental 4x4 EHF.
- 32) Subject to the payment of a special fee, TP fee, the Renter can reduce his or her liability for s damage derived by the vehicle being stolen. Notwithstanding the payment of the TP fee, the Renter must always pay a minimum amount if the vehicle is stolen while at the responsibility of the Renter. This amount is determined in the price list. General provisions: No insurance covers damage to the chassis of a vehicle or caused by driving in rivers or lakes. The self-risk fees (CDW and SCDW) do not cover such damage. The Renter is fully liable for such damage; see further the Item above on insurance.
- 33) The lessor is authorized to take possession of the vehicle at its discretion and without notice, if it has been illegally parked or has been used in a manner that does not conform to this rental agreement or law and regulations or if the vehicle appears to be abandoned.
- 34) In instances where exercises its right according to the aforementioned, this by no means affects the payment of the rental fee or other which the Renter shall pay according to this rental agreement. If, however, the vehicle is re-rented to a third party within the agreed rental period, the amount of the rental fee shall be deducted to the extent where the rental periods of the Renter and the third party coincide. Decides unilaterally at any given time whether the Renter will be provided with another vehicle instead of the rented one, i.e. in instances of any breach of the rental agreement. If the balance. If there is only a more expensive vehicle available, however, reserves the right to collect the balance between the rented vehicle and the vehicle which decided to make available instead to the Renter, charged to the credit card presented by the Renter upon the beginning of the rent or later.
- 35) The lessor is authorized to charge against the Renters credit card the rental fee and other the Renter should pay according to this rental agreement, including payments because of damage to a vehicle while in possession of the Renter, and also because of lost rental days because of damage, taking into consideration the utilization ratio of s fleet of vehicles, and alone shall hold power to decide when this is done and whether done in one transaction or not. This right remains intact for six (6) months after the vehicle has been returned. The Renter's signature to this rental agreement equals the Renter's signature to credit-card withdrawals because of the payments that are charged against the Renter's credit card and which should rightfully receive on the grounds of the provisions of this rental agreement.
- 36) The renter confirms with his or her signature to this rental agreement and the damage report that he or she received the vehicle and attachments in sound condition.
- 37) This rental agreement shall always be in the vehicle while at the responsibility of the Renter.
- 38) Any amendments or annexes to this rental agreement are subject to being made in writing and confirmed with Icerental4x4
- 39) This rental agreement and agreements entered into on the grounds of the aforementioned provisions, as well as claims for damages that may subsequently be made, fall under the auspices of Icelandic law. This applies both to the grounds and calculation of compensation. The same applies to claims for damages on the grounds of liability outside of agreements. A case arising over this agreement shall only be filed at the legal venue.
- 40) All Hybrid vehicles owned by Icerental4x4 EHF are forbidden on all F-roads.

41) Matters of disagreement between the parties to this rental agreement may be brought before the Arbitration Committee of the Icelandic Consumers Association and the Icelandic Travel Industry Association.

Issued by:

Icerental4x4 EHF. Bogatröð 2, 262 Reykjanesbær, Iceland. Registered at the District Court in Reykjavík, VAT number: 700713-0830, web address: www.icerental4x4.is, contact e-mail address: info@icerental4x4.is.