



## TERMS AND CONDITIONS

### Renter's Obligations

#### 1. Signing

- 1.1. The renter agrees to the terms and conditions of the rental by signing the rental agreement, of which he will receive a digital copy or a printed copy upon request. The renter is named in the rental agreement.
- 1.2. The renter is required to sign a copy of the rental agreement with a digital signature through a qualified signature equipment certified, cf. Act No. 28/2001 on electronic signatures.
- 1.3. By signing the rental agreement and vehicle condition report the renter agrees that the vehicle and extra equipment he has received are in good condition.
- 1.4. By signing the rental agreement, the renter consents to his credit card to be debited by the rental company for the rental charges and any other costs payable by the renter to the rental company according to the terms of the rental. The rental company is entitled to charge the renter's card for any compensation relating to the rental such as damages to the vehicle whilst the vehicle was in the renter's contractual custody. The time of payment and whether it is to be paid in full or instalments is solely at the rental company's discretion. The rental company reserves this right up to 12 months after the end of the rental agreement.
- 1.5. The credit card provided at the beginning of the rental cannot be changed during the rental.
- 1.6. Payment for damage to the vehicle may be paid with a different payment option.

#### 2. Beginning the Rental

- 2.1. The renter agrees that the rental company can take a pre-authorization on an approved credit card (MasterCard, Visa or American Express that is in the renter's name). Debit cards are only approved if the renter is willing to accept the risk that part of the authorization will not be refunded. This is due to the well-known and common communication problem between the issuer of debit cards and the payment handler. The rental company is not responsible if the pre-authorization on debit cards are lost. The pre-authorization amount covers the estimated cost of any extras, fuel, potential additional days, toll and road fees, parking fines, administration fees and all other miscellaneous charges.
- 2.2. The driver must be at least 18 years old. All drivers must have held their license for at least one year before the start of the rental. The driver must hold a valid licence throughout the period stated in the rental agreement. In other respects, Icelandic law shall apply to the driver.
- 2.3. Drivers who are 18-19 years old are subject to an additional young driver fee.
- 2.4. Luxury cars and other specialty vehicle categories: Drivers must be 23 years old.
- 2.5. All drivers are required to present an appropriate driver's license, valid for the car group rented, at the beginning of the rental. Copies are not accepted.
- 2.6. Drivers must bring an international driver's license or an official translation if:
  - 2.6.1. The driver's license was issued in a non-roman alphabet like Arabic, Chinese, Greek, Russian, Hebrew or Japanese or other similar non-roman alphabet-based languages.
  - 2.6.2. The driver's license was issued outside of Europe or North America.
  - 2.6.3. Additional drivers must be registered on the rental agreement and meet the same driver's license criteria that the main driver does.
- 2.7. At the start of the rental the renter will receive the vehicle with a full tank of fuel. The renter is responsible to refill the tank with the correct fuel during the rental period. The correct fuel-type is specified in the rental agreement.

#### 3. During the Rental

- 3.1. It is the renter's responsibility to ensure the vehicle is treated and driven carefully and responsibly. Only the renter and any registered additional driver, that meet the terms in Article 2, are authorised to drive the vehicle. The renter is liable for all damages to a third party or their property which is not covered by a mandatory third-party liability insurance according to Icelandic law.
- 3.2. In case of a collision or an accident, the renter must immediately notify the appropriate police authorities as well as the rental company. The driver must not leave the scene of the accident until he has notified the rental company and / or authorities and he must fill out a damage report form describing the incident. If another party is involved, they should contribute and sign on the damage report form. If the renter fails to report damage incurred during his rental, he is liable for any cost resulting from the accident. If the renter requires a replacement vehicle, the rental company will make every effort to provide one once damage on the previous vehicle is fully processed. This, however, is no guarantee for the replacement vehicle and the rental company reserves the right to refuse a replacement vehicle or a vehicle in the same category as the damaged one, including but not limited to incidents when the collision or accident is caused by the reckless driving of the renter or additional driver, the renter refuses to pay for damage or refuses to sign necessary reports.
- 3.3. In cases where the vehicle needs to be towed due to an accident or collision, the renter is fully responsible for the cost to do so. The price of which is decided at the rental company's discretion.
- 3.4. The renter is responsible for returning the vehicle to one of the rental company's locations. If the vehicle is not returned to one of the rental locations the renter is liable for all costs sustained by the rental



company due to bringing the vehicle back to its premises without regard to the condition of the vehicle, roads or weather.

- 3.5. The renter is responsible for planning his journey carefully so that he is aware of road conditions, weather forecast and any road closures or general warnings.
- 3.6. The renter is prohibited from:
  - 3.6.1. Driving on Highland roads marked F on official maps, as well as Kjalvegur (road 35) and Kaldidalur (road 550) unless in a 4WD (four-wheel drive) jeep or SUV which the rental company agrees is suitable for driving on such roads. By violating this article, the rental company may void the contract and confiscate the vehicle. In addition, the rental company may impose a fine for possible damages in the amount of ISK 100.000. If the renter is charged this fine, it does not affect the renter's obligation to pay for any further damages or expenses.
  - 3.6.2. Driving in/or across rivers and/or streams. This prohibition does not apply to vehicles which the rental company agrees are suitable for such driving, however the renter must take full responsibility for the consequences of such driving. Such driving is on the responsibility of the renter and the renter needs to make himself familiar with the insurance terms and conditions in that respect.
  - 3.6.3. Driving on tracks or trails which do not have road numbers, beaches and other 'off-road' terrain.
  - 3.6.4. Driving in snowdrifts and on ice.
  - 3.6.5. Using the vehicle in any way that contravenes Icelandic law or the conditions laid out in the rental agreement and its terms and conditions.
- 3.7. The renter is responsible for the cost of refuelling and all costs associated with driving for the duration of the rental period. The renter's rental period starts when he picks-up the vehicle and ends when the rental company acknowledges that the vehicle and keys have been returned and the vehicle has been examined. For the rental company to inspect the vehicle upon return, the renter must return the vehicle during office hours to an employee at the agreed rental location. If the renter chooses to drop-off the vehicle 'out of hours' or if he leaves before the rental company checks the vehicle, the renter does so at his own risk and remains responsible for the condition of the vehicle until a staff member of the rental company has examined it.
- 3.8. The total amount of kilometres (km) that the vehicle has driven during the rental period is determined by reading the odometer supplied inside the vehicle by the manufacturer. Any attempt to change the odometer reading or to disable it is considered gross negligence and in violation of this agreement
- 3.9. Smoking is prohibited in the vehicle. The rental company reserves the right to fine the renter according to the rental company's tariff if it is discovered that this rule has been violated. The renter is also subject to be charged for cleaning fees should the vehicle be returned in an unacceptable state or should there be dirt or a bad odour of the interior of the vehicle. All prices are set at the discretion of the rental company.
- 3.10. The renter is financially responsible for all parking, speeding and traffic fines as well as any road tolls during the rental period. The rental company reserves the right to charge the renter for these fines as well as taking administration fees for handling the payment and providing information to the appropriate authorities. All prices are set at rental company's discretion.
- 3.11. The renter is neither authorized to carry out any repairs or modification to the vehicle or any additional equipment leased by the rental company nor is the renter allowed to let anyone else work on the vehicle without the rental company's prior agreement.
- 3.12. The renter is prohibited from using the vehicle to transport passengers for payment, lending the vehicle to a third party not registered on the rental agreement or subletting the vehicle.
- 3.13. The renter is not permitted to travel with the vehicle outside of the country in any circumstances.

#### **4. Returning the vehicle**

- 4.1. The renter must return the vehicle, any secondary parts as well as optional extras (such as spare tires, charging cables, tools, navigation and Wi-Fi devices) in the same condition he received them. The rental company will allow for normal wear and tear, considering the distance travelled and the length of the rental. The Rental company will add the cost of any damage found to the amount the renter must pay for the rental period and the rental company will charge the renter's credit card for this amount. All prices are set at the rental company's discretion.
- 4.2. The vehicle must be returned with the same amount of fuel as was in the vehicle at time of pick-up, unless optional 'Fuel up Front' is purchased. If the vehicle is not returned with the same level of fuel, the fuel used is charged at the 'Pay on Return' fuel rate which includes a service fee which is set at the rental company's discretion. With Fuel Up Front purchased, there is no need to fill the tank before the return of the vehicle. In this case, unused fuel is not refunded unless the vehicle is returned with a full tank of fuel, in which case the full Fuel Up Front charge is refunded.
- 4.3. Electric vehicles shall be returned with at least 80% charge. If the vehicle is returned with less than 80% charge, the rental company has the right to charge a fee according to the rental company's price list.
- 4.4. Unless agreed differently the renter must return the vehicle and any optional extras, he rented to the return location stated on his rental agreement by the end date and time. If the vehicle is not returned to the agreed location at the specified time, then the police or the rental company is authorized to repossess the vehicle without further notice at renter's expense. Extending the rental is subject to the consent of the rental company and if the renter's -credit card can be authorized for the cost of the extension. If the renter fails to extend the rental and is more than 29 minutes late returning the vehicle, his rental will be



extended, and he will be charged an extra day's rental, including extras and insurances, for each day until the vehicle is returned.

- 4.5. If the renter returns the vehicle outside of business hours, he is responsible for the vehicle until a member of staff has examined the vehicle upon receiving the keys. The renter must:
  - 4.5.1. leave any optional extras in the boot/trunk (GPS, WIFI etc.),
  - 4.5.2. park the vehicle in a safe and secure way at the return location,
  - 4.5.3. leave the key in a secure key deposit box provided at the rental location.The renter is liable for the sum of any fines levied on the vehicle because of the way he left it.
- 4.6. The renter must return the vehicle to the rental company's premises unless the rental company has agreed otherwise.
- 4.7. The renter agrees that the rental company can charge all costs incurred during the rental to his credit card. In the case of failure to meet this agreement the rental company reserves the right to take legal action for collections, for which the renter is financially liable for.

## **5. Rental company's obligation**

- 5.1. The rental company must provide the vehicle in a good roadworthy condition, properly taxed and registered according to Act No. 65/2015 on the renting of vehicles subject to mandatory registration of vehicles.
- 5.2. The rental company undertakes the responsibility to hold professional indemnity insurance, always.
- 5.3. The rental company must inform the renter of the content of the rental agreement and the obligations he faces when signing it.
- 5.4. The rental company will make every effort to inform the renter of Icelandic traffic regulations, traffic signs and the prohibited driving behaviours such as driving off-road. The rental company will also advise caution towards animals on the roads.
- 5.5. If the vehicle malfunctions due to normal wear and tear, the rental company intends to provide another vehicle as soon as possible or ensure that repairs are made as soon as possible. This does not affect the rental payment or any other charges due during the rental period. In such cases, the rental company is not liable for cost such as accommodation, airline tickets, or other laid out cost.
- 5.6. Rental company is not responsible for the loss or damage to any property kept inside the vehicle.

## **6. General Conditions**

- 6.1. Additions and changes to the rental agreement, terms and conditions and vehicle condition report shall be made in writing.
- 6.2. Agreements concluded based on the above terms and conditions, also including possible claims for compensation that may be made, shall be governed by Icelandic law. This applies both to the basis and calculation of compensation. The same applies to claims for compensation based on non-contractual liability.
- 6.3. Disputes between parties regarding this rental agreement and/or its terms may be submitted to the Appellate Committee of the Consumers Association of Iceland and the Icelandic Travel Industry Association.
- 6.4. If any provision of the rental agreement or its terms is found invalid or unenforceable pursuant to a judicial decision, the remainder of the rental agreement and its terms shall remain valid and enforceable.

## **7. Force Majeure**

Neither party of the rental agreement shall be liable to the other party for delays or failure to perform its obligations under the agreement and its terms, other than an obligation for the payment of money, due to causes beyond its control including, without limitation, fire, earthquake, lightning, strike, work stoppage, war, insurrection or terrorist acts (force majeure), for the duration of such an event and for such a time thereafter that is reasonable to enable the party to resume performance under the agreement. The party prevented from performing its obligations shall give notice to the other party of an event of force majeure.

## **8. Governing law and jurisdiction**

- 8.1. The rental agreement and its terms and conditions shall be governed and construed in accordance with Icelandic law. In the event of any dispute or controversy arising out of or relating to the rental agreement and/or its terms the parties agree to exercise their best efforts to resolve the dispute as soon as possible.
- 8.2. In the event of a dispute arising out of or in connection with the rental agreement and/or its terms which the parties cannot resolve, the case shall be brought in the venue of the rental company, Iceland.

## **9. Use of the renter's personal information.**

- 9.1. The rental company uses the renter's personal information to provide rental services to the renter. This might also include weather warnings. The rental company might use the renter's personal information to decide whether to provide future rental services to the renter if the renter has given his/her explicit consent for such usage of personal information. This might include surveys and/or other marketing material via SMS and/or e-mail.



- 9.2. The rental company will provide the renter's personal information, to the extent law allow and if necessary, with the renter's explicit consent, to:
  - 9.2.1. Members of the Avis Rent A Car System, located within and outside of Europe, but only to the extent necessary to provide the rental services, and to Wizard Co. Inc., the owner of the reservation system, located in the United States of America, but only to the extent necessary to process the renter's booking through the reservation system. In such cases all reasonable safeguards are made to protect the information.
  - 9.2.2. Enforcement/local authorities and parking companies if they have the right to that information according to law or for the purposes of the legitimate interests of the rental company, for example to exercise the rental agreement between parties.
  - 9.2.3. Third parties who act on the rental company's behalf in claims administration or in collecting debt the renter owes the rental company.
  - 9.2.4. Third parties which conduct authentication services for driver's licences.
  - 9.2.5. Third parties which conduct customer surveys on behalf of the rental company which the rental company uses for improving services to renters.
- 9.3. The renter has the right to request access to the personal information the rental company holds about him and, if justified, the renter may ask for any personal information to be corrected, modified, blocked or removed. In certain circumstances the renter has the right to object to the processing of personal information as well as the right to data portability. The renter shall turn to the rental company in this respect.
- 9.4. The renter's personal information will only be stored for the duration which it needs to be used in conformity with the original purpose of its collection. According to Article 7 of Act No. 65/2015 on the renting of vehicles subject to mandatory registration of vehicles the rental company is obliged to preserve the rental agreement for at least 3 years. In some cases, personal information might be stored for up to 7 years in accordance with the Icelandic Accounting Act No. 145/1994.
- 9.5. The rental company, ALP hf., as named on the rental agreement, is the data controller of the personal information processed. Contact details of the rental company can be found in the rental agreement.
- 9.6. The renter has the right to lodge a complaint to the Icelandic Data Protection Authority if the renter is of the opinion that the processing of personal information goes against law.

## 10. Payments

Should the renter choose to pay in a currency other than specified in the contract, the rental company will use an exchange rate based on official Íslandsbanki Mastercard exchange rate obtained from the bank website plus 4% and the rental company will perform the currency conversion. When the renter signs the rental agreement, he is agreeing that the rental company charges all the cost it incurred during the rental period to his credit card.

## 11. Tracking

- 11.1. The renter is especially informed that the vehicle may be fitted with geo-location systems and tracking devices to locate the rental company's vehicle in case the vehicle is stolen or not returned to the rental location, in cases where the rental company needs to locate a vehicle in case of an accident or breakdown, or to send out warnings to groups in certain regions in cases of bad weather conditions. The processing of the information is necessary for the purposes of the legitimate interests of the rental company and to protect the vital interests of the renter. The information from the geo-location systems and/or tracking devices will not be used for any other purpose.
- 11.2. When the vehicle has been returned after the time of rental the information collected from the geo-location systems and/or tracking devices will be deleted or kept in a form which does not permit identification of the renter.

## 12. To whom do the terms and conditions apply

- 12.1. The terms and conditions apply to all renters. In the case of registration of an additional driver or drivers the driver's licence of the additional driver must also be submitted or shown.
- 12.2. Additional driver(s) must be registered with the rental company at the start of the rental. Additional drivers are registered for the whole rental period and their fee is to pay accordingly, up to the maximum period to be charged. It is only those persons who are listed in the rental contract that are allowed to drive the rental vehicle. The terms and conditions do not apply if the vehicle is driven by other persons than those who are listed in the rental contract.
- 12.3. If the maximum number of passengers for which the vehicle in the contract is registered is exceeded, the terms and conditions do not cover the excess passengers.