

# **TERMS AND CONDITIONS 2025**

Mini Campervan Norway AS (MCN)/Lessor is a company with a main office in Bergen/Askøy/Strusshamn, Norway.

MCN is the administrator of websites www.campervanbergen.com and www.el campervan.no. MCN does customer contact and booking on behalf of Campervan Bergen AS and Elcampervan Bergen AS.

We want to offer our customers (Lessee) low-budget vacations in Norway.

Our Terms and Conditions stated in the pages below are to ensure a safe and enjoyable holiday with our campervans.

MCN is a registered company with legal public commitments and our Terms and Conditions are mandatory and in accordance with legal rules.

MCN will, in addition to Terms and Conditions, use common sense and decency, flexibility and adaptability where this is a better solution for our guests to situations that might occur. This does not affect this rental agreement.

#### 1. GENERAL

- Lessor is Mini Campervan Norway AS
- Lessee is the driver and renter of the vehicle. Co-driver is a driver.
- The lessor is responsible for providing a safe and legal vehicle at pickup.

- Customer/Lessee is responsible for the vehicle and all damages that occur during the rental period.
- Standard time pickup Monday Friday 1400 (2pm), if not otherwise agreed.
- Standard time returns Monday Friday before 1100 (11 am), if not otherwise agreed.
- Self-service pickup and -return being advised outside office hours.
- Pickup and return location Strusshamn/Askøy, if not otherwise agreed.
- Late returns exceeding 2 hours will incur a €50 fee and returns exceeding 2 hours will result in a €100 fee.
- Rental, deposit and other agreed payments must be paid before pick-up.
- If payment is not made as agreed before pickup, the contract will be terminated, and the vehicle will not be delivered, with no refund for previous charges.
- Currency exchange official rate NOK/EUR at invoice/transferring date.
- Payment fees/charges rental and return deposit by payment providers are being paid by Customer/Lessee.
- Urgent matters call: 1. 047-48918250. 2. 047-40989611 3. 047-98254045 or use WhatsApp.
- The renter is obliged to check the car before it is picked up. <u>See more information</u>.
- Norwegian law applies to the agreement claims, compensation and other legal disputes.
- Any legal disputes, not being solved, related to terms and conditions must be solved venue Bergen, Norway
- Rental prices are inclusive of 25% VAT. Norwegian VAT will be added to additional costs incurred in Norway.

# 2. DRIVER

- The driver (Lessee) has read and understood and accepted the terms and conditions.
- Current, full valid driving license which allows driver(s) to operate the vehicle. If necessary translation into English may be required.
- The driver is confirming this by signing a digital rental contract. If the contract is not signed before the pickup contract is then to be considered confirmed by the Lessee.
- Provide ID card, residence card or passport with a valid address in the name of the owner.
- Driver must be of age 23 years or older.

- Drivers under 23 years old must contact MCN to arrange special insurance coverage.
- For insurance purposes, the driver(s) declared in the contract will be the only ones authorized to operate the vehicle.
- Only the driver, named in the rental agreement, with a valid driving license is authorized to drive the vehicle.
- If other people are going to drive the Lessee is obliged to inform the Lessor before pickup.
- If other people, than Lessee, are driving the van they are considered unauthorized, if not informed Lessor beforehand.

### 3. USE OF THE VEHICLE

The Lessee receives the vehicle, in safe and legal condition, for the duration of the agreed rental period, with all documents, tyres, tools and accessories and commits to keep them and drive the vehicle according to the Norwegian traffic rules.

#### With the following being expressly prohibited:

- Driving the vehicle by an unauthorized person.
- Transporting people or goods when this explicitly implies the subletting of the vehicle.
- Transporting people or goods without obtaining administrative authorization is required by the legal system. In case of default, the lessee will be responsible for the sanctions that could be imposed on the Lessor for the administration.
- Driving the vehicle at the disadvantage of physical conditions, caused by alcohol, drugs, fatigue, illness or other conditions not suitable for driving.
- Use the vehicle to push or tow other vehicles.
- Having the vehicle badly parked or poorly secured when not in use.
- Transit outside the national road network or any unsuitable land, remaining expressly excluded from the insurance coverage the damages in the vehicle or mechanical components that are damaged as a result of bad conduction, as well as the damages produced by the circulation of restricted areas of the road network.
- Tire damage and puncture must be repaired by the Lessee or through the Lessor at the nearest geographic local car workshop.
- Not stopping the vehicle as soon as possible, when any witness or alarm indicates an anomaly in the operation of the vehicle or is detected by the Lessee to contact the Lessor to arrange a convenient inspection, or with the insurance assistance company. No repair or assistance other than that

provided without prior authorization from the Lessor will be paid under such circumstances where further damage could have been avoided.

- Driving the vehicle to another country than Norway.
- Driving in restricted or unsuitable areas, voids insurance coverage.
- Carry out extreme or demanding sports driving that causes premature wear or undue stress to the vehicle that does not correspond to the kilometres and that it has its origin in an excess of demand on the part of the Lessor.
- Alter any technical characteristics of the vehicle, the keys, tools and/or accessories. In the case of breach of this the Lessee must bear the costs, duly justified, of reconditioning the vehicle to its original state, as well as paying an amount in concept of immobilization of the vehicle.
- Transporting children under three years of age or over three years of age who do not exceed the height of 150 centimeters without using the corresponding retention device is compulsorily homologated according to the weight and size of the child.
- Do not sleep in the car while the electric car is recharging or the petrol/diesel car is running.
- TOLL ROAD AND FERRIES
- Our vans are equipped with an "Autopass" tag to automatically register road passing and ferries.
- This will be deducted from the toll deposit and if exceeding from the self-risk deposit.
- Road deposit of €100 for up to 7 days.
- Road deposit €200 for bookings longer than 7 days.
- This will be held as a pre-qualification for toll expenses and charged accordingly.
- Return remaining road deposit will be done within 30 days.
- If specified documentation road toll administration fee €20 will apply.
- SPEED AND PARKING FINES AND PARKING TICKET
- These will be deducted from the deposit + administration fee of €20.
- Parking fees and parking fines may be invoiced later after the rental period even if the deposit has been returned. An extra invoice with documentation will be sent to Lessee. Parking fees are not automatically registered by tag in the vehicle.

If situations/events occur of a vehicle engine overheating and continuously driven despite information given by vehicle alarm systems and the vehicle can no longer function, or other damage caused by neglect of vehicle alarm systems, Lessor has the right under its Terms and Conditions to terminate the rental agreement and to end further use of the vehicle at the Lessee expense.

The Lessee will be liable for towing, transport and repair at the Lessee expense.

# 4. PICKUP OF THE VEHICLE

- The Lessee will pick up the vehicle at Lessor premises Kleppestø/Askøy at Standard office hours, if not otherwise agreed/instructed.
- Pickup outside of office hours will be subject to a fee.
- Pick-up information will be given in advance.
- Vehicle will be cleaned and equipped in terms with Lessor quality rules.
- If a situation arises that a vehicle is not returned on time from the previous Lessee, there might be a waiting situation for the new Lessee.
- This will be informed as soon as possible if this occurs.
- The Lessee is responsible for the own documentation status of the body vehicle by taking photos or videos. <u>See more information</u>.

# 5. RETURN OF THE VEHICLE

- The Lessee will return the vehicle along with all documents, keys, tyres, tools and accessories as in start rental as agreed in advance in the place, date and time at Lessor address in Strussham/Askøy.
- Any alteration return vehicle must be agreed and authorized in writing by the Lessor.
- Things missing og damaged upon vehicle return will be charged to the Lessee credit card or deducted deposit.
- If a car is delivered in return in an excessively dirty condition above normal use there will be an extra charge of €50 (soil, chewing gum, resin, oil, food spilled in van and other hard removable dirt caused by use rental period Lessee).
- If the vehicle is returned two hours late there will be an extra fee €50.
- If the vehicle is returned more than two hours late there will be an extra fee €100.
- Lessee is obliged to inform Lessor of later arrival than agreed.
- If the Lessee violates the terms in this contract the lessor will take necessary actions to repossess the vehicle immediately and without further notice at the Lessee's cost.
- The Lessee is responsible for its own documentation status of body vehicles by taking photos or videos. <u>See more information</u>.

#### 6. RENTAL CHARGES/DEPOSIT/FEES/CANCELLATION

- All payments must be paid by accepted credit card/bank connection/Paypal/Avaibook.
- The rental charges and deposit has to be paid no later than 30 days before the start of rental. Booking made close to the pickup date to be paid as soon as possible after receiving payment instructions.
- The card/bank information will be stored by Lessor and payment providers
- Payment fees/charges rental and return deposit by payment providers are being paid by Lessee.
- This is deducted from the deposit, if the Lessor has been charged these expenses on behalf of Lessee.
- Lessors reserve the right to alter price due to error in pricing within 30 days of booking.
- Lessors reserve the right to cancel rental agreements due to lack of availability vehicles 30 days before order date.
- BOOKING AGENT
- Rental booked through a third party booking agent should be paid in terms with booking agent and Lessor terms.
- DEPOSIT
- Deposit will be charged from Lessee account or paid by Lessee before arrival/pick-up and put on hold for 30 days before refunded when every balance due is settled.
- Deposit covers selv risk fee, road toll, parking/speed fines, damages, repairs, refill gasoline and electric charging and other expected and unexpected costs.
- A €10 administration fee will apply to cover administrative cost refund processing.
- CANCELLATION RULES
- If you cancel your reservation within 24 hours of making the reservation, we will refund the full amount. After 24 hours general rules will apply.
- Minimum fee €150 cancellation after 24 hours.
- Cancellation must be sent to booking@elcampervan.no with name and reference number.
- Cancellation by lessor Elcampervan can be done at any time due to following rules:
- Cancellation by Lessee fee >60 days 100% of total rental amount, already paid, will be returned minus transfer charges and minimum fee.
- Cancellation by Lessee fee <59-15> days before rental start 25% of total rental amount will be returned minus transfer charges.
- Cancellation by Lessee fee <15 days 0% of total rental amount will be returned.
- Deposit road toll will be returned 100% minus transfer charges.

• Cancellation by Lessee will be charged credit card and/or deposit.

### 7. FUEL/ELECTRIC CHARGING/MILEAGE

The vehicle will be delivered with a full tank. The fuel to be used will be octane 95 or diesel depending upon fuel type rental car. Lessee is responsible for choosing the right fuel type. Electric vans will be delivered with more than 90% or 200 km battery capacity.

- The fuel car must be returned with a full tank.
- Electric cars must be returned with the same battery level.
- With lower level fuel/battery there will be charged fuel/battery cost.
- In addition there will be an administration fee of €20.
- Please send us a picture if you find out that you get a van with less than full tank or less battery capacity than 90%.

Rental duration and mileage limit

- The contract validity and mileage limit are determined by rental agreement or/and booking system Avaibook, with a maximum standard of daily average 200 km/day.
- Excess kilometres will be charged at €0.30 per km.
- The vehicle's odometer reading will be noted at pickup and return.
- Exceeding the mileage limit will result in additional charges per km stated above.
- Exceeding mileage will be deducted from the deposit.

#### 8. ACCIDENTS

In case of accident the Lessee commits to:

- Obtain the complete information of the opposing party and possible witnesses and take photos/videos.
- Filling an accident report, which will be sent to the lessor, within a period of 48 hours after producing it.
- Do not abandon the rented vehicle without taking adequate measures to protect it.
- Please Immediately notify the Lessor of the details and within 12 hours.

# 9. RESPONSIBILITY OF THE LESSOR

The Lessor declares to have taken the necessary precautions to avoid mechanical failures of the rented vehicle, but in case of these, it assumes no responsibility for the damages that could directly or indirectly be caused to the Lessee, as a result of said failures or breakdowns.

#### **10. INSURANCE**

The Lessor has taken valid liability insurance. The rental fee includes legal mandatory standard vehicle insurance for the driver.

- Third party insurance liability will consist of the amount given by Norwegian law at any given time.
- The Lessee can buy additional separate accident insurance.
- The Standard Collision Damage Waiver CDW is with maximum self-risk Eur 1200.
- CDW self-risk fee insurance paid before pickup Euro600.
- Super Collision Damage Waiver SCDW is optional and reduces the maximum self-risk fee Eur 600.
- SCDW self-risk fee insurance paid before pickup Euro400.
- See more information on prices.
- INSURANCE CDW AND SCDW DO NOT COVER
- Intentional damage or damage due to gross negligence.
- Under the influence of toxicants, alcohol, stimulants or sedatives.
- Damage due to race og test driving.
- Water damage to the vehicle due to off-road driving.
- Holes burned into seats, carpets or mats.
- Damage caused by driving on rough roads not adjusting speed accordingly.
- Driving in places where driving is prohibited such as paths, tracks, banks of rivers, beaches or other trackless areas. Exceptions are circumstances where a driver is forced to leave the road. These circumstances must immediately be documented.
- Other instances references are made to the general CDW or SCDW insurance.

The Lessee are themselves responsible for their own belongings left in or stolen from vehicles. Lessor insurance is not covering personal belongings.

Insurance does not cover damage to Lessee personal property caused by unpredictable happenings or natural disasters.

The Lessor is not responsible if Lessee is missing pre-booked or pre-organized tours due to situations related to the vehicle . Lessor will not reimburse any non-refundable deposits or other pre-payments or other associated costs.

The Lessee is responsible for its own documentation status body of the van by pickup and return by photo or video. <u>See more information</u>.

#### **11. CHARGES IN CREDIT CARDS**

The Lessee , by signing this contract, authorizes Lessor to hold an amount on your credit card equal to how much you have agreed or will be left pending termination of the contractor for payment of rent, damage caused but not covered by the insurance, or any other charge attributable to the tenant, informing him of the breakdown of the charges.

#### **12. ROAD ASSISTANCE INSURANCE**

The rental contract includes roadside assistance service.

#### 13. TECHNICAL FAULT/REPAIR/SERVICE

- Lessor vehicles are maintained and serviced.
- Should incidents occur Lessee must inform Lessor as soon as possible.
- Technical faults that may occur or come to the Lessee's knowledge during the rental period, and which may be rectified within a time that is reasonable about the Lessee's needs and the rental period does not give the Lessee the right to cancel the rental.
- In case of downtime, the Lessor is limited to refunding when the vehicle is in a repair shop and the time lost through not being able to drive the vehicle.
- If the Lessee nevertheless chooses to cancel the rental, the Lessee will be responsible for the rent during the rental period with a deduction of the time that would have been spent on repairs.
- The Lessee is also responsible for the expenses incurred by the lessor in connection with obtaining the vehicle brought back to the Lessor's station.
- If repairs cannot be provided within the mentioned deadline, the lessor whether he wants to deliver a new vehicle to the lessee for the continuation of the rental, or whether the rental shall be deemed to have been terminated from the time when the Lessor received notification of the matter from the Lessee
- In that case, the lessor arranges for the vehicle to be transported back at his own expense, and the lessor is then not responsible for any losses or liabilities of the Lessee.
- Should roadside assistance be needed by Lessee due to flat battery or tyres damaged and it is detected that the cause was due to fault of Lessee, the Lessee will be responsible for the roadside assistance fee and other expenses to bring the van in proper driving condition.
- There is no refund for lost time.
- Minor repair to mechanical items will be reimbursed against documented receipts on dropoff.

• Maximum acceptable amount is NOK2.500 without prior acceptance. Larger amount must be agreed in advance.

# 14. TRANSPORT AND COLLECTION OF THE VEHICLE OUTSIDE THE STANDARD AGREEMENT

The standard pickup and dropoff destination will be Lessor pickup location Strusshamn/Askøy.

The Lessee may request the lessor to transport the vehicle to an address different from the standard address, as well as for its collection.

This service should be requested at the same time of arranging to rent the vehicle. This must be explicitly agreed in advance at an extra cost.

#### **15. PROTECTION OF PERSONAL DATA**

We inform you that your personal data will be processed in a client file under the responsibility of the Lessor. The processing of your data is necessary for the development of the commercial relationship that binds us and may be the object of assignments of mandatory compliance according to current regulations. We will not sell or abuse your personal data or details and only use it in accordance with the law.

# 16. THE LESSEE IS RECOMMENDED TO MAKE A VIDEO OR PHOTOS OF THE VEHICLE BEFORE PICK-UP

In case the vehicle is returned with exterior dents or other damage, it will serve as documentation. <u>See more information</u>.

#### 17. VEHICLE

Rental vehicle, advertised in website, may vary from different brand and models available at any time. Brand and model within the group of cars chosen for rental can be subject for brand substitutes before agreed pickup day/time. Eventually changes will not affect the level of price agreed, comfort and usability. Changes that may occur will be informed to Lessee.

The number of kilometres that the vehicle is driven, in this rental agreement, is controlled by the vehicle odometer.

#### **18. EQUIPMENT**

Equipment included will vary from pictures on the website presented under each group

of campervans. They will be of the same useful value as expected from each item.

Gas bottle/-can supplied fluid level will vary and can be exchanged throughout petrol stations or shops in Norway.

All equipment and gas bottle/-can must be used in accordance with normal and accepted safe usage.

The Lessee is responsible for any damage caused by incorrect use of equipment gas bottle/-can and gas fittings.

#### **19. ENVIRONMENTAL AWARENESS**

Please take care of our nature. Make as little impact as possible when travelling. Keep the places where you are resting or stay overnight clean and tidy. You will always find a trash bin in the nearest village where your garbage is taken appropriate care of by the local municipality – free of charge.

#### **20. DIGITAL SIGNATURE**

The Lessee is accepting Mini Campervan Norway AS Terms and Conditions by digital signature.

If Terms and Conditions are not signed before pickup, Lessee has accepted the Mini Campervan Norway AS rental agreement.