

Housecar terms of use

2022-02-25

The following terms apply when using the Services of Housecar sharing Nordic AB (Housecar) by persons who rent and rent out Vehicles. From now on, those who rent out Vehicles are referred to as "Owner" and those who rent Vehicles are referred to as "Renter". Together the Owner and Renter are referred to as the "Parties".

Definitions

Publishing	When all essential information about a vehicle is filled out, it can be published by the Owner. Only then will it be visible on the platform and available for renting out. When unpublished, it is no longer visible on the platform.
User	A person who has created an account on Housecar's platform in order to use the Service of the platform.
Booking/Confirmed booking	A booking request is confirmed when the Renter has made their first payment on it. Thereafter, it is referred to as a booking or a confirmed booking.
Booking fee	Part of the rental amount that is charged to the Renter upon booking confirmation.
Booking request	The request that is sent by the Renter to the Owner in order to book a vehicle via the platform.
Check-In	Time and process for picking up a vehicle before a rental period.
Check-Out	Time and process for returning a vehicle after a rental period.
Deposit fee	In addition to the rental amount, the Renter is also charged a deposit before the start of the rental period. The purpose of the deposit is to cover the additional costs that may arise during the rental period. The deposit will be held by Housecar unless otherwise agreed on and refunded when the rental agreement has been completed by both Parties and the vehicle along with the equipment is returned to the Owner within the allotted time and in undamaged condition.
Insurer	Affiliated partners that offer insurance services during a rental period.
Insurance terms	Separate terms that determine whether a booking is covered by the Insurer's group insurance.
Vehicle	The vehicle that is rented out via Housecar
Renter	Users who rent a vehicle in accordance with these terms of use.
Rental agreement	The agreement that is drawn up for a specific booking between the Renter and the Owner, with the purpose of renting a vehicle. The dates for the rental period, rental cost and deposit fee are specified here, among other things. This agreement is automatically generated

	by Housecar's platform.
Rental amount	The agreed price that the Renter and the Owner have agreed on for a rental.
Rental period	The time when the vehicle is rented. Counts from check-in to check-out.
Content	All information on the platform, including but not limited to: layout, the platform's appearance and feel, logos, blogs, trademarks and certain texts.
Motor vehicle	A vehicle with an engine that is rented via Housecar. An example of a motor vehicle is a motorhome.
IP-rights	All intellectual property and related rights including: copyright, trademarks, patents, designs, databases, related rights and know-how rights.
Account	When a User is registered on the platform, an account is created. The User then fills in information about themselves and about their vehicle if they are the Owner.
Platform	The platform that is available on www.housecar.se (or another domain used by Housecar) and underlying pages.
Travel company	The group of people that use the vehicle, including the Renter. Everyone in the travel company is covered by the rental agreement.
Service	Housecar's Service involves the use of Housecar's platform in order to rent and lease vehicles.
Deductible	The maximum amount determined by the Owner that can be charged to the Renter for damages or loss of equipment. This is deducted from but not limited by the deposit fee. In the event of an insurance matter, the deductible is paid in accordance with the Insurance Terms.
Terms & Conditions	The rules and guidelines developed by Housecar for the correct use of Housecar's Service.
Owner	Users who own one or more vehicles and who in accordance with these terms of use rent out vehicles to Renters. Can also be called a vehicle owner.

Terms

1. Validity of the agreement

1. Applicable terms and conditions are relevant for everyone who uses Housecar's Service and for the lease.
2. Housecar reserves the right to change or add content to these terms and conditions at its discretion. The most current terms and conditions can be found on the platform.
3. In the event that the applicable terms and conditions change or receive new additions, the new terms and conditions will be mentioned the next time you use the platform. When continued use of the platform after changes/additions has taken place, it is an

acceptance of these changes/additions. Contradictions to this must result in the termination of the User's use of Housecar's Services and the termination of the User Account.

4. In the event that the Owner and Renter have accepted user agreements in different languages and there are differences between them, the Swedish agreement shall apply.

2. The platform

1. The user understands that the purpose of Housecar's platform is to unite Owners and Renters so that they can enter into lease agreements with each other via the platform. Housecar facilitates this, but does not have a thorough knowledge of or involvement in the information exchanged between Users on the Platform and the vehicles made available via the Platform. Housecar is not a party to any rental agreement and is therefore not obligated in any way. Housecar may review the information communicated on the platform by users.
2. The user agrees that the Service only offers the functionality and tools available when he uses the platform. Housecar excludes strongly expressed and implied assurances, commitments and guarantees of all kinds, including but not limited to guarantees, commitments and disclaimers regarding the quality, safety, legal, integrity and accuracy of the Service and the information provided through it, unless otherwise stated.
3. Housecar does not guarantee that their Service will always be available or operate without interruption or malfunction. Housecar is not responsible for any damage caused by temporary unavailability.
4. Housecar reserves the right to change, edit or close its Platform or Service without obligation to users. In the event that the User does not agree to newly implemented changes and/or edits, the User is to cease to use Housecar's Services and terminate his account.
5. Housecar reserves the right, without notice and without obligation to the users, to withdraw or limit its Service, whenever deemed necessary, for example in the event of an unavoidable need for maintenance work on the platform.

3. The rental agreement

1. The owner sets a desired price for rental, mileage cost and other conditions such as cleaning fees. Prices and conditions for a given booking are set at the time of a booking request and are not affected by any changes the Owner makes to their profile or advertisement thereafter. It is the Owner's responsibility to ensure that the Owner's prices are correct. Housecar is not responsible for an Owner's incorrect pricing.
2. When a Renter is interested in renting a vehicle, they must send a booking request to the Owner about the dates they wish to rent. The Renter may send booking requests to several vehicle owners in parallel.
3. The owner is notified of the booking request from the Renter and then chooses to accept or decline the booking request via the platform. Housecar can then cancel any non-accepted booking requests made by the Renter for the same time period.
4. Once a booking has been confirmed, both Parties can view the details of the booking on the Platform.
5. The Insurance terms determine whether the booking is covered by the group insurance.

4. Registration and account

1. A User must create an account according to the instructions on the platform. The User guarantees that the information provided when creating the account is complete and correct.
2. Users must be at least 18 years old when registering.
3. A User is individually responsible for adjustments to information if circumstances result in previous information no longer being accurate. The User accepts and understands that in order for the platform to work effectively, all information in the account must be as complete and correct as possible. By using the Service, the User agrees that the consequences of incorrect or incomplete information in his profile occur at the User's risk and expense.
4. Information provided at registration is handled in accordance with Housecar's current personal data and cookie policy.
5. Users agree that Housecar and Insurers may verify the User's creditworthiness, identity, driving behavior, vehicle ownership and criminal records through external services and databases. Please note that this means that personal data, including social security numbers, can be shared with these external services. Any debts or payment remarks and their nature will NOT be explicitly published on the platform, but they may form the basis for any recommendations from Housecar to the vehicle owner or prevent the User from using Housecar's Services.
6. The User is individually responsible for keeping their login information secret. Users may not share their user information with third parties, or allow third parties access to their account in any way. Users are responsible for the use that takes place on the platform through their login information. Housecar may act on a User's account, but will not use the User's login information. A User must notify Housecar directly if they suspect or know that their login information has been stolen. The user is obliged to take the necessary measures to protect their account, including changing the password at regular intervals.
7. Housecar reserves the right to refuse the registration of a User and delete the profile of an existing User without having to specify the reason for this. Refusal of registration or deletion is made in accordance with non-discrimination legislation in the country where the User resides, as specified in accordance with §4.1.
8. Due to Housecar's rental permit with the Swedish Transport Agency, information about the Owner and their vehicles may be sent to interested parties.
9. Information about Users and their bookings on Housecar may be sent to the relevant authorities if they require it.

5. Terms for Owners

When registering as an Owner on Housecar's platform and as long as the Owner has a published vehicle, the following terms and conditions apply:

1. The Owner owns 100% of the vehicle/vehicles they wish to rent out at Housecar, or has the authority of the vehicle's actual Owner to rent out the vehicle. In the event that a company owns the vehicle, the Owner is authorized by the company to perform all actual and legal acts related to the vehicle.
2. The owner holds a valid driving license that is recognized in Sweden, Finland or Norway.
3. In the event that the Owner does not meet the above requirements (or at any time fails to meet them), the Owner is not permitted to use Housecar's Services as the role of Owner. Housecar reserves the right to exclude Owners from the Platform.

4. The Owner must register the vehicle/vehicles they want to rent out on his account. The vehicle must meet and continuously meet the following requirements. By making their vehicle available to rent, the Owner guarantees that the vehicle/vehicles:
 - a. Meets all basic safety requirements;
 - b. Meets the criteria that exist for vehicles mentioned in guidelines at registration;
 - c. Regularly maintained after the manufacturer's advice;
 - d. Is registered in Sweden, Norway or Finland;
 - e. Is inspected in accordance with current legislation in the country where it is registered. The owner holds valid documents that show that the vehicle is certified and tested, and that is valid for the entire rental period;
 - f. Is insured and all taxes are paid;
 - g. Holds a registration plate approved in the country where the vehicle is registered;
 - h. Is damage-free, apart from normal wear and tear, taking into account the age of the vehicle, unless otherwise expressly agreed with the Renter. In that case, this must be documented at check-in;
 - i. Is provided with all necessary fluids (including but not limited to engine oil, brake fluid, coolant, washer fluid), unless otherwise expressly agreed with the Renter;
 - j. Is licensed to use during the rental period;
 - k. Has a maximum weight of 7,500 kg.
5. In the event that the vehicle no longer meets the above mentioned criteria, the Owner shall as soon as possible rectify this or otherwise remove his/her advertisement and cancel all existing bookings and agreements immediately, unless otherwise agreed with Housecar.
6. The Owner is fully responsible for any damage or costs incurred by the fact that either the vehicle or the Owner no longer meets the above mentioned criteria. Housecar is not obligated to compensate any of the Parties if the above criteria are no longer met.
7. If the Owner has been in contact with a Renter via the platform, the contact is considered to have been mediated via Housecar. The Owner is then not entitled to rent out his vehicle to this Renter outside the platform. If it turns out that this has happened, the Owner will be charged a penalty fee corresponding to the size of Housecar's service fee for a corresponding rental.

6. Terms for Renters

When registering on Housecar's platform as a Renter, the following terms and conditions apply:

1. The Renter must hold and keep available, during the entire rental period, a valid driving license. The driving license must be valid in all countries visited during the rental period. The driving license must allow driving of the rented vehicle.
2. The Renter has held a driving license that allows driving of the rented vehicle for at least three years.
3. The Renter has not been convicted (and has not been convicted in the last 8 years before registering as a Renter) for drunk driving (driving under the influence of alcohol and/or drugs), illegal driving, driving without a driving license or insurance fraud.
4. The Renter has not been involved in more than two claims for damages due to the Renter's fault, the last two years before the booking request is sent.
5. The Renter is not (and has not been) excluded or denied by any insurance company due to illegal driving, and no additional claims have been claimed due to this such as a higher insurance fee, a higher deductible and/or limited insurance coverage or the like, in the last 8 years before booking request is sent as Renter.
6. The person driving the vehicle does not use any medication or possess any disabilities or conditions that may impair his ability to drive the vehicle and drive in a lawful manner.

The driver of the vehicle must declare all use of medication relevant to the Owner and the Insurer, to ensure that the use of the medication does not limit the scope of the Owner's insurance of the vehicle.

7. When registering as a Renter on Housecar's platform, all of the above requirements must be met. If these requirements are not met (or fail to be met at any time before or during the time as a registered User on Housecar), Housecar reserves the right to exclude current Renters from the Platform and cancel their bookings without compensation.
8. Owners themselves have the right to set requirements for the Travel company's minimum and maximum age. However, the Renter must be at least 23 years old at the time of rental.
9. Depending on which insurance the Owner has on his vehicle, the Owner may refuse a booking based on specific driving license requirements, age limits or other criteria set by the insurance company's policy.
10. The Renter can add extra drivers to the booking. These must be approved by Housecar before the extra drivers have the right to drive the vehicle. The conditions in §6.1-6 then also apply to all extra drivers. Administrative fees may apply for administering extra drivers.
11. The Renter is in any case responsible for all damages and charges caused by not meeting the above requirements.

7. Obligations regarding the rental agreement

1. The rental agreement takes effect when a booking is confirmed by the Renter. This happens when the Renter has made his first payment on an accepted booking request.
2. If a User has entered any information that is in conflict with this rental agreement or any of Housecar's other agreements, the latter shall prevail.
3. Housecar is not a party in the rental agreement. Housecar provides the platform where vehicles are marketed by vehicle Owners and rented by Renters, and facilitates payments between them. If the Renter or the Owner does not fulfill their obligations in accordance with the prevailing terms of use, this is not something for which Housecar can be held responsible in any way. At the request of the Renter or the Owner, Housecar can act as a mediator, but even then can not be held responsible for the Owner's or Renter's actions.
4. The Renter is obliged to agree to the following requirements in relation to the vehicle owner:
 - a. The Travel company uses the vehicle with utmost care, in accordance with the Owner's specified requirements, drives the vehicle with appropriate traffic behavior and follows the manufacturer's guidelines for the use of the vehicle;
 - b. The Travel company does not make any changes to the vehicle and its equipment.
 - c. The vehicle is only used by the travel company or people who have permission from the Owner. The Renter may not rent or lend the vehicle to anyone else during the rental period;
 - d. During the entire rental period, the Renter must follow the Owner's rules regarding the maximum number of passengers who may travel and stay in the vehicle. The maximum number of passengers is the number of people who legally travel belted in traffic, or the number determined by the Owner himself;
 - e. The Renter must follow the instructions given by the Owner throughout the rental period;

- f. The Renter is responsible for the maintenance and care of the vehicle during the rental period, including but not limited to checking oils and refilling coolant (at least every 1600 km);
 - g. The Renter is responsible for all fees and costs related to road tolls, parking, traffic fines and the like that arise during the rental period, regardless of where the vehicle is located.
 - h. The person driving the vehicle may not consume alcohol and/or drugs before and during the driving of the vehicle, and may not break traffic rules in the country in which the travel company and the vehicle are located during the rental period.
- 5. The Renter guarantees that everyone in the travel company who is approved to drive the vehicle will follow the rules that appear in §7 Obligations regarding the rental agreement.
- 6. The Owner is obliged to provide the vehicle in accordance with the conditions that appear in §5 Terms for Owners.
- 7. The Owner is obliged to ensure that the vehicle has the equipment specified in the rental agreement and that these are in working order. If essential equipment is missing or not in working order, the Renter must contact the Owner within 24 hours of the check-in approval and ensure proper handling and, if possible, reach a solution. If no solution is reached, Housecar must be contacted within 48 hours of check-in approval. The Renter may then be entitled to compensation from the Owner of up to 15% of the rental amount excluding service fee. In these cases, Housecar has no obligation to compensate the Renter or the Owner.
- 8. The Owner may prevent the Renter from renting the vehicle in the event that the Owner has reasonable grounds to suspect that the Renter:
 - a. Does not meet the requirements for Renters that appear under § Terms for Renters;
 - b. Is unable to drive the vehicle;
 - c. Is unable to present a valid and recognized driving license for the country where the vehicle is registered.

In the above cases, the Owner can terminate the rental agreement without paying any fees, fines or other penalties (Housecar will ask for clarification regarding this).

- 9. The Renter may refuse to rent the vehicle if the Renter has reasonable grounds to suspect that the vehicle owner:
 - a. Does not meet the requirements set out in §5 Terms for Owners;
 - b. Has not registered damage to the vehicle correctly, and/or that the Owner refuses to cooperate to register the damage correctly when the vehicle is picked up.

In the above cases, the Renter may terminate the rental agreement without paying any fees, fines or other penalties (Housecar will ask for clarification regarding this).

- 10. When picking up the vehicle, the Renter and the Owner must together go through and approve Check-in according to the platform's instructions. The purpose of check-in is to document the vehicle's current condition, including any faults, damage and insufficient cleaning. Only when the check-in has been completed and approved, the responsibility for the vehicle passes to the Renter. Any errors or damages that are discovered after the check-in approval are on the Renter to prove that they existed before they took over the vehicle.
- 11. Upon returning the vehicle, the Renter and the Owner must together go through and approve Check-out according to the platform's instructions. The condition of the vehicle is again documented in the Check-out. Only when the Check-out has been completed and approved does the responsibility for the vehicle transfer to the Owner again. Any errors or damages that are discovered after the Check-out approval are on the Owner to prove that they have occurred during the rental period.

12. The Renter is responsible for returning the vehicle as follows:
 - a. On the set date, time and place unless otherwise agreed in writing with the Owner. In case of late arrival, the Owner has the right to charge the Renter as follows: SEK 250 in case of delay 30-60 minutes, thereafter SEK 500 per started hour. The amount includes administrative fees that goes to Housecar;
 - b. Without having left personal belongings in the vehicle;
 - c. Without violating any traffic or parking rules. All such violations during the rental period are always responsibility of and charged to the Renter;
 - d. Along with the vehicle's keys and documents;
 - e. With the same amount of fuel in the tank (for motor vehicles) as registered at check-in unless otherwise expressly agreed in the rental agreement or at the picking up of the vehicle;
13. In the same condition as when picking up regarding cleanliness and damage that was approved at check-in, unless otherwise expressly agreed in the rental agreement or when picking up the vehicle. In the event of a deviation from this point, the Renter may be charged an additional cleaning fee or compensation for damage.
14. In the event of a dispute between Renter and Owner, Housecar may act as an intermediary, but remain without liability for any costs or damages.

8. Cancellation policy

1. Both Parties may cancel or decline a booking request without any costs or obligations to the other Party, provided that the booking has not yet been confirmed.
2. When the first payment request from Housecar related to the rental agreement has not been paid by the Renter within the specified time for the booking request, the rental agreement expires. No cancellation fees apply.
3. The Owner can choose which cancellation rules apply to their vehicle. The cancellation rules that the Owner can choose from are "Standard", "Flexible" or "Strict" according to the following table.

When cancellation occurs	Percentage of rental amount charged
Standard	
More than 60 days before check-in	0 %
60-30 days before check-in	25 %
Less than 30 days before check-in	100 %
Flexible	
More than 60 days before check-in	0 %
60-7 days before check-in	25 %
Less than 7 days before check-in	100 %
Strict	
30 days or more before check-in	25 %
Less than 30 days before check-in	100 %

4. The Renter has the right to cancel a booking based on the cancellation rules chosen by the Owner for the booking. If the Renter has paid in a larger part than what is stated under "Percentage of rental amount charged", the excess amount will then be refunded to the Renter. The Owner will then be paid the debited rental amount after deduction of Housecar's service fee.
5. If an Owner cancels a confirmed booking, the Renter will get refunded the amount paid in full and further payments will be canceled. The owner will be liable for an amount corresponding to the booking's service fee, to be paid to Housecar. This penalty does not apply if (a) the cancellation is due to the vehicle being damaged or otherwise placed in a non-rentable condition during a previous rental via Housecar, or if (b) the cancellation is due to force majeure. The Owner must be able to prove the exceptions a) and b). Housecar has the last word on the circumstances invoked as exceptional grounds for a) or b) and has the right to investigate them. In the event that a claim for force majeure proves to be unreliable, administration, research and other costs associated with Housecar's investigation in relation to this will be charged to the Owner.
6. In addition to getting the rental amount back, the Renter can not claim any other compensation due to the Owner having canceled a confirmed booking.
7. Returning the vehicle before the set date is permitted, provided that an agreement has been reached between the Owner and the Renter. In the event of this, however, no part of the rental amount will be refunded.

9. Duration, termination and extension of rental agreement

1. The rental agreement lasts a certain period. The Renter and the Owner can only terminate the lease before it expires, in accordance with Housecar's cancellation policy in §8 Cancellation policy.
2. The booking is considered to be canceled by the Renter if they have not picked up the vehicle within 24 hours after the agreed pick-up time in the rental agreement. This does not result in a refund of any part of the rental amount.
3. Returning the vehicle before the end of the rental period is not considered to be to terminate the rental agreement and does not affect the rental agreement or the rental amount.
4. Extension of the rental period is possible only via Housecar's platform. A change request is created by the Renter and must be accepted by the Owner. If an extension of the rental period is not accepted, the agreed rental period stated in the rental agreement applies.

10. Damages, retroactive costs and fines

1. The Renter is obliged to pay for all damage to the vehicle and/or equipment that occurs during the rental period, at the maximum cost per individual incident limited to the deductible. If the vehicle is covered by the mandatory group insurance, the deductible is determined by the insurance terms. Otherwise, the deductible is determined by the Owner before the creation of the booking's rental agreement. The deductible is calculated on each individual incident, if there are several damages from an incident, it is covered by the same deductible. The Renter is not obligated to compensate the Owner for any lost future income.
2. The deductible only applies to damage to the vehicle and/or equipment. The Owner can not claim compensation for damages that exceed the deductible if there has been no more than one incident and no more than one insurance case must be performed. The owner can, if they want, insure themselves for excess costs.

3. The amount of compensation for damage to the vehicle and/or equipment shall be based on the market value.
4. All countries where the Owner's international insurance card is valid and where the rental agreement's rules give permission to go to, can be visited with the vehicle. Countries that are entirely or partially at war, as well as countries that are likely to be at war and unrest, may not be visited.
5. In the event that the police or the judiciary seize the vehicle because the Renter according to them was in possession of drugs, drove carelessly, has neglected to take care of the vehicle, or has been involved in other crimes or violations, the Renter is obliged to compensate the Owner for all damages and for lost profits linked to accepted bookings that are prevented or made more difficult. All costs that the Owner needs to pay due to the above, legal and otherwise, will be charged to the Renter.
6. The Owner shall be held completely indemnified, regardless of deductible, for the costs and losses incurred by the Renter or the travel company in the event of irresponsible, negligent or willful conduct that results in a burglary of the Vehicle, theft of or from the Vehicle, and damage to the Vehicle.
7. The Owner is never responsible for any personal, psychological, material, consequential or bodily injuries that the Renter or the travel company suffers due to the use of the vehicle, mechanical faults, traffic accidents, single or series collision, unless the damage occurred due to defects in the vehicle which the Owner knew about but did not inform the Renter about.
8. In the event that the Owner tries to obtain compensation from the Renter for damages that occurred before the rental period, all costs for necessary expertise, claim management and additional administrative costs will be charged to the Owner with a minimum of 10,000 SEK per event. The police may be notified and the Owner may be charged with insurance fraud.
9. If the vehicle is not covered by the mandatory group insurance, the Owner is individually responsible for notifying his current insurance company that the vehicle is used for renting out and to ensure that insurance also applies to renting out. If necessary, the Owner must calculate whether the permitted mileage of the vehicle's current insurance company needs to be changed, and notify the insurance company of this. The Owner is also responsible for ensuring that the necessary rental permits are in place.
10. At check-out, the owner can indicate extra costs to be paid by the Renter. These include, but are not limited to: surcharges for driving a longer distance, traffic fines, customs duties, damages, deductibles, fees for delayed return of vehicles or necessary cleaning of the vehicle. Extra costs will be paid to the Owner after they have been collected from the Renter. An additional administrative fee may apply.
11. The Owner can claim additional costs for up to six months from the end of the rental period. The Owner must then be able to present indisputable evidence that these costs arose during the rental period.
12. If the Renter wishes to object to the payment of additional costs incurred after check-out, he must notify the Owner in writing within five working days via the platform. If this is not done, the Renter is deemed to have agreed to pay the extra costs.
13. If the vehicle ceases to function (is not drivable or is unusable) for reasons not attributable to the Renter or their Travel company, and the Owner does not offer a replacement vehicle for the remaining rental period, the Owner must pay back part of the rental amount, excluding service fee, corresponding to the time the vehicle could not be used. The Renter must be able to present indisputable evidence that the fault is not due to them. Regardless of which party caused the error, Housecar can help the Renter find a replacement vehicle. However, Housecar has no obligation to provide replacement vehicles.

14. The Renter is responsible for damage that occurs due to punctures on tyres that are not older than eight years. The Owner must be able to present indisputable evidence that the tyres are not older than eight years. If the tyres are older than eight years, the Owner will be responsible for the damage.
15. No compensation to the Owner is paid either by Housecar or by the Renter if the Owner needs to transport himself to his vehicle before, during or after the rental period.
16. If the Owner has included one or more of the following prohibitions in his listing at the time of booking, the Renter will be given the following fine for neglecting the prohibition. The Owner must be able to show indisputable evidence that the travel company has violated the rules. Fines are paid in the Owner's currency and include administrative fees.
 - a. Smoking in the vehicle 5 000 SEK / NOK or 500 EUR (excluding cleaning costs)
 - b. Pets in the vehicle 5 000 SEK / NOK or 500 EUR (excluding cleaning costs)
 - c. To travel with the vehicle outside the countries included in the rental agreement 5 000 SEK / NOK or 500 EUR (excluding costs for consequential damages such as uninsured damage to the vehicle or third parties)
 - d. To visit a festival with the vehicle 5 000 SEK / NOK or 500 EUR
17. If both the Owner and the Renter present proof under §10.11-17 and it is not possible to say definitively who has right, the Owner and the Renter shall be responsible for half the current amount each. Housecar has no obligation to replace or compensate the Owner or Renter.

11. Payment and fees

1. The Renter pays the rental amount agreed on with the Owner in the rental agreement. Usually the Renter pays 25% of the rental amount within two days after the Owner has approved the booking request. No later than 30 days before the start of the rental period, the remaining 75% must be paid. If the rental agreement is made less than 30 days before the start of the rental period, the full rental amount must be paid within two days after the Owner's approval to confirm the booking.
2. Housecar reserves the right to charge a fee for the Service. This is done automatically by adding it to the Owner's requested rental amount.
3. Housecar reserves the right to charge an insurance premium on behalf of the insurer. The insurance premium is determined on the basis of factors specified in the insurance terms and conditions. This is done automatically by adding it to the Owner's requested rental amount.
4. All payments are handled in collaboration with a third party. The Owner's compensation is paid out when the check-in is completed. Owner's compensation charged to the Renter after the check-in is paid out to the Owner after the Renter has paid.
5. The amount transferred to the Owner or Renter is based on data held by Housecar, except in cases where the data can be proved to be incorrect. In such cases, the Owner or Renter must notify Housecar as soon as possible.
6. Housecar is not responsible for mistakes made in the creation of rental agreements, such as the desired date or type of vehicle.
7. The Renter agrees to pay the deposit fee required by the Owner before the check-in. The deposit can be used after the rental agreement has expired to pay for extra costs that the Renter owes to the Owner. Paid deposit after deduction of extra costs is refunded to the Renter. In the event that the deposit is not fully refunded, Housecar is entitled to charge administrative fees for this handling.
8. The Owner has the opportunity to request that the deposit be retained for a limited time. This can be done if time is needed to investigate repair costs or to get an insurance case

approved and takes place according to Housecars at any time applicable process for this. It is the Owner's responsibility to ensure that this investigation is carried out expeditiously so that the deposit can be retained.

If required by the Owner's insurance company, the Owner can receive the deposit directly. Housecar is then not involved in the management of the deposit.

9. All penalties, extra costs, refunds and similar charges must be paid within 30 days of the emergence unless otherwise specified or agreed with Housecar. Thereafter, default interest of 10% applies.
10. The Owner is responsible for declaring their income to the relevant authority. If the Owner conducts business activities and is liable for VAT, the Owner is obliged to report this to the Renter and the relevant authority. Housecar is not responsible for the Owner's shortcomings regarding this item.
11. Housecar provides brokering services and is thus not responsible for VAT and / or tax liability incumbent on the Renter or the Owner. The parties are thus themselves responsible for complying with applicable tax and customs legislation.

12. IP rights

1. Housecar owns all rights to Housecar's Service and public content created on the platform.
2. Housecar grants a limited, personal, revocable, non-exclusive and non-sublicensable right to use the Service in accordance with Housecar's terms and conditions.
3. Without the written consent of Housecar, it is prohibited to query, copy or reuse significant portions of the content or to repeatedly and systematically query or reuse significant portions of the contents of the database. Automating copying of content by spiders, crawlers and robots or similar is only allowed in the event that the conditions mentioned in the robots.txt file are met.
4. Nothing mentioned in Housecar's terms and conditions intends to transfer any IP rights to Users. Users should not act in a manner that violates Housecar's IP rights, such as registering domain names, companies or search engine keywords that are identical or similar to any other issue regarding Housecar's IP rights.
5. Under the above-mentioned terms of use, your IP rights are preserved for all content that you publish on the platform.
6. The User agrees that by uploading information on the platform, this automatically provides Housecar with a free, unsubscribed, worldwide, sublicensable, non-exclusive right to share the information in order to offer the Service and duplicate and publish all information added on the platform.
7. Housecar thus owns the right to use User-uploaded content to market the Service. This includes, for example, advertising in various media or websites.
8. It is against Housecar's terms and conditions to delete, hide, change or obscure anything mentioned or communicated regarding IP rights.

13. Responsibility

1. Housecar is only an intermediary that mediates Services and is not responsible for damages and other matters related to the relationship between Owner and Renter.
2. Any shortfall that can be attributed to Housecar is limited to a maximum amount of SEK 10,000. The total liability arising from this agreement will never exceed that amount.
3. Housecar is never liable for damages resulting from:
 - a. Information obtained from third parties or information available on third party websites linked to Housecar;

- b. Information posted on the platform by Users;
 - c. Damage or loss of property or vehicle;
 - d. Deaths or injuries, if not caused by illegal acts by Housecar;
 - e. Traffic or parking offenses;
 - f. Fuel costs;
 - g. Violations of Terms of Use by other Users;
 - h. Termination of rental agreement, deletion of accounts, vehicles or other goods on the platform.
4. The User guarantees that Housecar is not liable for any damages or costs, including but not limited to damages caused by an (alleged) violation of IP rights, third party claims, collection costs, legal costs, loss of revenue, fines and legal fees caused by Housecar or arising from: (i) deficiencies attributable to Housecar in compliance with these Terms, (ii) the use of Services, or (iii) damages.

14. Termination

1. Users of Housecar's Services have the right to terminate the use of the Service and delete their account at any time. Users can not close their account if they have active bookings. The termination of an account does not affect the rental agreements that have already been entered into at the time of termination.
2. Housecar has the right to shut down the use of the Service, block user activity and / or delete the User's account without having to specify the reason for this.
3. In the event of a User's need to receive a payment from Housecar, or if a User has a positive balance in the account at the time of termination, Housecar guarantees that the relevant amounts are transferred to the User.
4. All amounts owed by Users to Housecar will be claimed as soon as the account is closed.

15. Other conditions

1. These terms, and all disputes arising from them and / or related to them, are regulated by Swedish law. The reference to Swedish law shall be deemed to refer to Swedish substantive legal rules, not the country's legal rules. Thus, no deportation should take place (no *renvoi*).
2. All disputes arising from and / or related to the applicable terms of use shall be submitted to a general court. If the dispute involves Housecar as a party, disputes must in any case be taken up in a Swedish court in accordance with rules in the Swedish Code of Judicial Procedure.
3. If any of the individual points under these terms are canceled, the other terms will continue to apply and Housecar will replace the canceled point with one that matches it as closely as possible.
4. Housecar reserves the right to transfer or pledge all assets, powers, rights, obligations and documents related to the applicable terms of use to a third party, and will notify you if this occurs. By using Housecar, you agree to cooperate with any third party in the future to whom Housecar transfers the Service, and allow them to exercise all rights acquired through the transfer.
5. If there is a dispute between Renter and Owner about a value up to the maximum amount per incident, the Renter and the Owner agree that this dispute can be resolved by Housecar, provided that Housecar holds the deposit for the booking. If the Owner or another third party who is not Housecar holds the deposit, Housecar may offer advice but is not in any way responsible for determining the outcome of the dispute.

6. Housecar has no obligations to the Parties regarding the advice offered and / or what happens in connection with this.