

Rental Agreement

Glossary

- Total rental price: Vehicle rental price, insurances, extras, location fee and other cost related to the lease.
- Rental agreement/Lease: The legally binding contract that details the terms and conditions of rental you'll be required to agree to and sign when Lessor releases a rental vehicle to you. It can also be referred to as Lease Agreement.
- Lessee: You, the person holding rights of use of the rental vehicle under the terms specified in the rental agreement terms and conditions. Also referred, in article 1.5, to the person and/or the legal entity booking the rental vehicle.
- Lessor: FairCar (Summus ehf. - ID: 530807-0530), the owner of the rental vehicle that leases under the rental agreement to the Lessee. • Guarantor: Lessee or other person that needs to indicate credit card imprint to guarantee any additional cost. This credit card imprint must be indicated in person.
- Deductible amount: The amount that must be paid out of pocket by the Guarantor before the insurance take over.

1. General terms and conditions

1.1 Lessee/Driver Age and Driver's License:

The Lessee and all named drivers of a rental car must be between 20 to 85 years old and present a full and valid driving license. The license must be held for a minimum of one year and without major endorsements or penalty points. An International Driver's License (IDL) is required if driver's license is issued by countries outside EU, Nordic, US or Canada, and if the Lessee's/driver's national driving license is not in Roman alphabet. International driver license must be accompanied by the original domestic license of the driver. A young driver fee of 10 EUR per day is charged for Lessee and each and every additional driver younger than 26 years old.

For 9 passenger vehicles (10 people including driver) or more, driving license D is requested. This applies to our OVMR group.

1.2 Lessee/Driver Identification

The Lessee and all named drivers must present a valid national identity card or passport at the time of pickup.

1.3 Payment Methods

Prepaid bookings are charged from credit card holder's account as soon as the vehicle is reserved. Pay-later bookings are charged when vehicles are picked up, or in the end of reserved pick up day (for instance in the event of no-show). Cancellation booking cost, according to article 1.5, will be charged as soon as booking is cancelled. All major international credit cards are

accepted for payment: American Express, MasterCard, Maestro, Visa Credit, Visa Debit, Diners Club, Discover, Union Pay and JCB. Payments through PayPal are also accepted. Transaction fee of 1,5 percent is charged for payment via American Express. Other payment methods are without transaction fee. Cash currency accepted on arrival; USD, EUR, GBP, ISK.

1.4 Deposit

Lessee's/guarantor's credit card imprint will be taken at the start of all rentals for security reasons, even when a voucher covers the cost of the rental. This credit card may be used, by the Lessor, to pay any additional cost at the end of the rental period such as damages to the vehicle, penalty fees, fines for traffic violations, parking fines, missing fuel or any costs as a result of the Lessee's use of the rental vehicle, even though the charge is higher than the deposit.

Deposit amount will be placed on the credit card account to be owed by the Lessor, at Lessee's date of pickup and may hold as long as 30 days, depending on the issuing bank policy. The deposit hold may not be released in case of if the vehicle is returned damaged (see article 2.2.2.2).

The deposit amount if you have our SCDW is 100.000 ISK for standard vehicles and 360.000 ISK for passenger vans, campervans and motorhomes (Class codes: *VMR, *VAR, *HMR, *HAR, *RMR and *RAR) and Credit card is required.

Debit cards are accepted only if all insurances are purchased (SCDW, GP and SAP), and only debit cards that support authorization only transaction.

If you do not hold SCDW insurance the deposit amount is 360.000 ISK for standard vehicles and 500.000 ISK for people carrier, passenger vans, campervans and motorhomes (Class codes: *VMR, *VAR, *HMR, *HAR, *RMR and *RAR and credit card is required.

1.5 Cancellation and Amendment Policy

- If the Lessee cancels a reservation 30 days or earlier before planned pickup time the Lessor will charge a cancellation fee which amounts to 25% of the total rental price.
- If the Lessee cancels 7-29 days before planned pickup time the Lessor will charge a cancellation fee which amounts to 50% of the total rental price.
- If the Lessee cancels 0-6 days before planned pickup time or does not show up (no-show) the Lessor will charge a cancellation fee which amounts to 100% of the total rental price.

Amendment fee of 50 EUR, according to article 3.3, is charged in case of amendment plus the additional rental cost of the amendment. Lessor will not issue a refund in case the amendment results in a lower total rental price.

1.6 TAX

Local value added tax (VAT) 24%.

1.7 Rental Period

All rentals are charged on a 24-hour basis. A full day is charged for any portion of a 24+2 hour period used. The rental period starts when the Rental Agreement has been signed and Lessor has delivered the vehicle to the Lessee. The rental period ends when Lessor has taken the vehicle for inspection after return. Total rental price will be charged from requested pickup time, or when vehicle is picked up, whichever occurs earlier, until requested drop off time, or when vehicle has been handed to the Lessor, whichever occurs later. No refund is issued in case of late vehicle pickup and/or early dropoff.

1.8 Mileage

Unlimited or limited to 100 km per day, indicated on the rental reservation/agreement. Per extra KM driven cost 0,35 EUR.

1.9 Cross Border Travel and Ferries

All international cross border travel is prohibited. Travel via ferries/boats or ships inland is allowed but on Lessee's liability, no insurance covers vehicle damages or losses due to such travel.

1.10 Breakdown Assistance

24/7 breakdown assistance is available. Lessor will provide assistance via telephone and arrange, if requested, assistance from the next service provider. Cost of assistance depends on Lessee's location, severity of the problem and other factors. The Lessee will bear no cost for the provided assistance in case of vehicle breakdown and damages which the Lessee is not responsible for. In case of serious emergency please call Iceland national emergency number: **112**.

In case of accident that the Lessee is not responsible for, Lessor will provide a new vehicle if requested and the vehicle is available. If Lessee is responsible for the accident, Lessor is not obligated to provide a new vehicle. In case of accident Lessee is responsible for the rental amount, it is not refundable.

2. Rental vehicles

2.1 Pickup and Returning the Vehicle

2.1.1 Pickup:

Vehicles are to be picked up at the reserved time, giving 2 hours late pick-up grace period. Should the Lessee fail to pick up the car at the reserved time the reservation is automatically cancelled and Lessee loses the right to pick up the vehicle.

2.1.2 Return:

Vehicles are to be returned to the Lessor's rental locations agreed upon in the rental agreement at the agreed time also specified in the rental agreement, with the grace period of 30 minutes. If vehicle is returned later, extra day/s will be charged. Return at a location not pre-approved by Lessee is subject to towing fee, according to article 3.4.7. Vehicles are to be returned with a clean interior but to prevent paint scratches please do not wash the vehicles externally. If necessary, only use a touchless car wash for an external wash.

2.2 Vehicle Inspection

2.2.1 Before rental

Before every rental, the rental vehicle is taken for an accurate inspection. A vehicle condition report is filled out and pictures are taken of all sides of the vehicle. Upon signature of the vehicle condition report lessee confirm that the condition report indicates the exact condition of the vehicle at the start of the rental period. The lessee agrees to inspect the vehicle for any damage not noted and report the same to the lessor representative before leaving the premises. Lessee is responsible for all damages occurred during the rental period.

2.2.2 After return

After the rental vehicle is returned, according to article 2.1.2, it is inspected by the Lessor, or another entity on its behalf, as soon as possible. Before the inspection, the vehicle needs to be cleaned, by the Lessor or another entity on its behalf.

2.2.2.1 Confirmation receipt

Upon request, the rental vehicle can be inspected on drop-off and Lessee would be provided with confirmation receipt of the vehicle condition report. The inspection process takes approx. one hour and can only take place during Keflavík office opening hours, which can be found on the website www.faircar.is, and only when the rental vehicle is returned to Lessor's location in Keflavík (Keflavík Office). Lessee must request drop-off inspection in advance, either at pick up location at the time the rental agreement is signed or by sending the request via email to info@faircar.is, at least two days prior to the rental vehicle being returned in addition with requesting it on return. If Lessee does not request confirmation receipt of vehicle condition report two days in advance and also request it on return, according to the conditions set out above, he will forfeit his rights to receive it upon return.

2.2.2.2 Damage Settlement

If damage is found, which was not noted on the vehicle condition report (see article 2.2.1), during inspection after return the damage is photographed and identified in a damage assessment performed by an independent vehicle repair shop in accordance with the Cabas claims system. **All damages, not covered by insurance according to article 6 and 4.4, as well as additional fees according to article 3, extra days and other cost will be charged according to FairCar pricelist, which can be found on the website www.faircar.is, to the Lessee's/guarantor's credit card without further notice. The damage settlement is sent to Lessee's email address, if the address is filed.**

2.3 Smoking

Smoking is not allowed in the rental vehicle.

2.4 Studded Winter Tires

All our vehicles are equipped with studded winter tires from 1st November – 15th April or prior to/after when deemed necessary.

2.5 Vehicle Types

2.5.1 Reserved Vehicle Type not Available

Upon reservation the Lessee may reserve a certain vehicle type. The Lessor however reserves the right to substitute vehicles when the reserved vehicle type is not available, either with a similar vehicle or one in greater vehicle group according to the ACRISS car classification code.

2.5.2 Driving on F roads, Kjölur (road 35) and Kaldidalur (road 550)

Passengers vehicles and 2WD vehicles are not allowed to be driven on F roads, Kjölur (road 35, from road 37 until road 732), Kaldidalur (road 550), Öxi (road 939), road 586, 862 (except from road 1 until Dettifoss), 864 and 886.

4WD SUV are allowed to be driven on F roads, excluding F26, F66, F88, F206, F207, F208 (except from road 26 until road F224), F210, F223, F225, F228, F229, F232, F233, F235, F249, F261, F333, F337, F338, F578, F734, F752, F756, F821, F839, F881, F899, F902, F903, F905, F909, F910, F946 and F980.

Vehicles (Passengers vehicles, 2WD, 4WD and SUV) are not allowed to be driven on rough roads, illegal roads, closed roads, impassable roads or roads where vehicles can be subject to damage and/or not covered by any insurance.

2.5.3 Off-road Driving

Driving off-road for all vehicle groups is strictly forbidden by Icelandic law, breaking the law can result in high fines.

Should the restrictions in articles 2.5.2 and 2.5.3 be ignored all insurance (TPL, CDW, SCDW, SAP, GP and TW), if accepted, shall be deemed null and void. The driver will be held fully responsible in case of accidents and will bear all consequences, including the cost of repairing the damaged vehicle. The Lessee can also be subject to penalty fee according articles 3.4.1 and 3.4.2.

3. Fees

3.1 Location fee

A location fee of 62 EUR will apply to the total price of all applicable rentals (only applies to non-inclusive rentals for Economy Rent a Car reservations).

3.2 Pickup, Drop-off, One Way Rentals and Out of

Hours Fees

For vehicles picked up in our Keflavík Office/Keflavík Int. Airport and dropped-off in Reykjavik Office/Greater Reykjavík Area and vice versa, One-Way Fee of 50 EUR applies.

Pickup/drop-off services are provided at Keflavík Int. Airport. Pickup is available immediately when your flight has arrived and you have collected your luggage and drop-off is available two hours before first/last flight every day all year around, but is subject to written proof of outbound flight outside of office hours. This service is free during operation hours between 4 AM and 6 PM, but out of operation hours, fee of 50 EUR applies for each pickup/drop-off. During holidays when pickup/drop-off is accepted, out of operation hours fee of 50 EUR applies for each pickup/drop-off, this applies to all locations. During opening hours in Reykjavik there is a free pickup/drop-off services in the greater Reykjavík area. See delivery options at www.faircar.is

Note: On public holidays the rental service is not operating and therefore the rental vehicle can neither be subject to pickup nor drop-off.

3.3 Booking fee

Bookings made via telephone and email are subject to booking fee that amounts to 10% of the total rental price (minimum 25 EUR). Bookings made via website (www.faircar.is) are not subject to booking fee.

3.4 Amendment fee

Lessor reserves the right to charge Lessee an amendment fee of 50 EUR if Lessee decides to change or modify the booking (see article 1.5). This fee also applies if Lessee request to delay requested pickup time or drop-off time of two hours or more and/or pickup/drop-off the vehicle earlier/later than stated on the rental agreement of two hours or more.

3.5 Penalty fees

3.5.1 Off-road driving, 600 EUR

The rental vehicle is not allowed to be driven off-road (see article 2.5.3). If the vehicle is driven off-road a 600 EUR penalty fee will be charged by the Lessor. In addition you may face fines from the police.

3.5.2 Driving vehicle on forbidden roads, 600 EUR

If a rental vehicle, which is restricted from driving on certain roads according to the rental agreement (see article 2.5.2) is reported driving on those roads a 600 EUR penalty fee will be charged.

3.5.3 Unauthorized additional driver, 200 EUR

If a rental vehicle is driven by an unauthorized additional driver a 200 EUR penalty fee will be charged.

3.5.4 Processing fee, 50 EUR

If Lessee or an additional driver (authorized or unauthorized) commits traffic, parking, and/or road toll violation and the Lessor needs to assist the authorities with sending a fine to the Lessee, or any other special services requested by the Lessee a processing fee of 50 EUR will be charged.

3.5.5 Refill fee, 50 EUR and charge for extra fuel

The rental vehicles are supplied with a full fuel tank and should be refilled prior to return to drop-off location, and filled up, maximum 10km away from the drop-off location. Lessor will charge Lessee for every missing eighth of a tank rounded out up to the next eighth in addition to a 50 EUR refill fee. Fuel price per liter is according to FairCar pricelist, which can be found on the website www.faircar.is.

3.5.6 Cleaning off dirty vehicles, 90 EUR

For vehicles that are returned dirty inside or subject to smoking a 90 EUR cleaning fee will be charged.

Cleaning service can be purchased on pickup for only 55 EUR for those who want to save their time on cleaning the vehicle inside. Cleaning service need to be purchased latest on pickup, otherwise 90 EUR cleaning fee will apply for dirty vehicle after return.

3.5.7 Towing fee for damaged immobile vehicles and vehicles dropped off at unauthorized locations, 450 ISK per km, with a minimum fee of 30.000 ISK

Lessee will have to bear the cost of towing/transporting an immobile and/or damaged rental vehicle. Transportation cost includes all kilometers driven from our office in Keflavík and back. This also applies when vehicle is dropped off at an unauthorized location. The towing fee does not apply in case of vehicle breakdown and damages which the Lessee is not responsible for. Price can vary in case a third party service provider is used.

3.5.8 Transportation cost, 450 ISK per km, with a minimum fee of 30.000 ISK.

Lessee will have to bear the cost of transportation or any other assistance needed, for example if Lessee lost their key. Transportation cost includes all kilometers driven from our office in Keflavík and back. Price can vary in case a third party service provider is used.

3.5.9 Damaged vehicle administration fee, 190 EUR

For administering damaged vehicles and billing for the repair cost, a 190 EUR administration fee will be charged in addition to the repair cost.

3.5.10 Insufficient driver's license, 50 EUR

If the required International Driver's License is not provided or if the required driver's license information is not valid in accordance with article 1.2 and 1.3, a fee of 50 EUR will be charged.

3.5.11 Young driver fee, 10 EUR per day

A young driver fee of 10 EUR per day is charged for Lessee and each and every additional driver younger than 26 years old.

4. Obligation of the Lessee

4.1 The Lessee agrees to the provisions of this lease and has received a copy of it.

4.2 The Lessee will return the vehicle.

- a. and all accessories (including tires and tools) in the condition they were in when received, with the exception of normal wear due to use
- b. on the date and time specified by this lease, unless otherwise agreed
- c. to the Lessor's premises, unless otherwise agreed.

4.3 If the Lessee does not return the vehicle at the time agreed upon in this rental agreement, or does not declare his intention to extend the rental period, the Lessor and/or the police are authorized to repossess the vehicle without further notice, at the Lessee's cost. Extension of the lease is dependent on the consent of the Lessor. If the Lessee returns the rental vehicle 30 minutes or later after the lease has expired, the Lessor is authorized to demand payment from the Lessee which amounts to 24-hour rent under the terms and conditions of this lease agreement.

4.4 The vehicle shall be handled and driven carefully. Only those named as drivers on the first page of this agreement are authorized to drive the vehicle. The Lessee is liable for damage resulting from use of the vehicle for which no compensation will be paid by the vehicle's insurance company. This includes damage to the vehicle and/or injury to passengers due to the following:

- a. off-road driving
- b. driving across rivers or any kind of water course
- c. intentional acts or gross negligence
- d. use of intoxicants by the driver.
- e. vehicle use that contravenes Icelandic law and/or the provisions of this lease.

4.5 In the event of collision or accident, the Lessee shall immediately notify the appropriate police authorities as well as the Lessor of the incident, and the Lessee may not leave the scene before the police have arrived.

4.6 The number of kilometers (km) that the vehicle is driven while this lease is in force is determined by reading a normal odometer supplied with the vehicle by the manufacturer. The Lessee shall notify the Lessor, as soon as possible, if the odometer is out of order or stops functioning during the terms of the lease.

4.7 The Lessor is not responsible for the disappearance of or damage to property that the Lessee or any other party leaves in or on the vehicle or was at any point transported with the vehicle.

4.8 The Lessee agrees to pay the Lessor, upon request:

- a. deposit amounting to the estimated cost of hiring the car
- b. any and all expenses incurred by the Lessor if he has to bring the vehicle back to his premises, without regard to the condition of the vehicle, the roads or the weather.

4.9 The Lessee is not authorized to have repairs done or make changes to the vehicle or its accessories, or to put the vehicle up as any kind of security, without the prior consent of the Lessor.

4.10 The Lessee is liable for all parking meter charges and fines for breaking traffic laws.

4.11 The Lessee is not authorized to use the vehicle to transport passengers in exchange for payment, loan the vehicle to others, or sublease it, without prior consent of the Lessor.

4.12 Driver and passengers are required by law to wear seatbelts, regardless of the type of vehicle or where they are seated.

4.13 Baby/children under 135 cm is mandatory to sit in a quality approved baby/child seat that suits the size of the baby/child.

5. Obligations of the Lessor

5.1 The Lessor undertakes to supply the vehicle at the agreed time and to see that it meets the demands made for it.

5.2 If the vehicle should malfunction the Lessor shall supply the Lessee with a comparable vehicle as soon as possible (see article 1.10).

5.3 The Lessor shall inform the Lessee of the content of this Rental agreement particularly as regards the obligations that the Lessee undertakes by signing it.

5.4 The Lessor shall inform a foreign Lessee of Icelandic traffic regulations, traffic signs, and regulations banning off-road driving. The Lessor shall particularly point out the dangers stemming from animals on the roads.

5.5 If the Lessor wants to limit use of the vehicle with regard to its equipment and/or road conditions, this shall be done in writing when this Rental agreement is signed.

5.6 The Lessor undertakes to maintain valid liability insurance for his business operations.

6. Insurance

6.1 The lease sum/rental fee always includes Third Party Liability Insurance (TPL), including liability insurance and accident insurance for the driver and the owner (see article 6.3.1).

6.2 The Lessee may purchase additional insurance described in article 6.4.

6.3 Included insurance

6.3.1 Third Party Liability Insurance (TPL): When renting one of the Lessor's vehicles the Lessee is covered by a mandatory Third Party Liability Insurance (TPL) stipulated by Icelandic law consisting of:

6.3.1.1 Statutory liability insurance of vehicle: This insurance compensates for damage caused by the rented vehicle to a Third Party, with a deductible of 50.000 ISK in each instance of loss. For each instance of loss the coverage limit for personal injuries is 1.000 million ISK and for material damages 175 million ISK.

6.3.1.2 Statutory accident insurance of driver and owner: This insurance compensates the driver when operating the rented vehicle for bodily damage with coverage limit of 75 million ISK any insurance incident.

Please note: Neither unauthorized additional drivers nor passengers are compensated by TPL. For more details see the Mandatory Vehicle Insurance Terms provided by FairCar's insurance provider; VIS Insurance Ltd. (Vátryggingafélag Íslands hf.): http://vis.is/media/1634/ba10_okutakjatr-ensk.pdf

6.4. Additional insurance

6.4.1 Collision Damage Waiver (CDW): Collision Damage Waiver (CDW) is mandatory unless Lessee provides written proof from an insurance company, specially stating in English that coverage of collision insurance is effective in Iceland and valid for the duration of the rental agreement. Usage of personal third party insurance is always on Lessee's own responsibility. If CDW is not accepted, Lessee will be held fully responsible for the full value of the vehicle and extras in case of third party insurance is not valid.

6.4.1.1 Collision Damage Waiver (CDW), provided by the Lessor, reduces the Lessee's financial responsibility to a part, in case of damage to the vehicle. The financial responsibility is limited to the deductible amount. The maximum deductible amount for CDW is 360.000 ISK for standard vehicles and 500.000 ISK for people carrier, passenger vans, campervans and motorhomes (Class codes: *VMR, *VAR, *HMR, *HAR, *RMR and *RAR).

6.4.1.2 The Collision Damage Waiver (CDW) does not cover;

- a. intentional damage or damage due to gross negligence on the part of the driver
- b. damage resulting from the driver being under the influence of alcohol, stimulants or sedatives, or in any other way incapable of driving the vehicle in a safe manner
- c. damage due to race or test driving
- d. damage due to war, revolution, civil unrest, riots
- e. damage done by animals
- f. interior damages
- g. damage affecting only wheels, tires, suspension, batteries, all glass, radios, or loss by theft of parts of the vehicle and damage resulting from this
- h. damage caused by driving on rough roads, to the vehicle's undercarriage.
- i. damage to the clutch and transmission.
- j. damage resulting from driving in places where vehicle traffic is banned, such as paths, tracks, banks of snow, ice, unbridged rivers or streams, beaches, places only accessible at low tide, or other trackless areas
- k. damage caused by sand, gravel, ash, pumice, or other kinds of earth material being blown onto the vehicle.
- l. if the vehicle is transported by sea, no compensation will be paid for damages caused by sea spray/seawater
- m. in other instances, reference is made to the general conditions for Collision Damage Waiver (CDW).
- n. if vehicle is driven by unauthorized driver.

6.4.2 Theft Waiver (TW): Theft Waiver (TW) reduces the Lessee's financial responsibility for loss or theft of the vehicle to the deductible amount. The maximum deductible amount for TW is 360.000 ISK for all vehicle groups.

6.4.3 Sand and Ash Protection (SAP): Sand and Ash Protection (SAP) reduces the Lessee's financial responsibility for damages caused by erosion or ash, which can for instance damage the paint on vehicles permanently, to the deductible amount. The maximum deductible amount for SAP is 360.000 ISK for all vehicle groups.

6.4.4 Super Collision Damage Waiver (SCDW): Super Collision Damage Waiver (SCDW) reduces the Lessee's financial responsibility to a part of the vehicle, in case of damage to the vehicle, to the deductible amount. The maximum deductible amount for SCDW is 100.000 ISK for standard vehicles and 360.000 ISK for passenger vans, campervans and motorhomes (Class codes: *VMR, *VAR, *HMR, *HAR, *RMR and *RAR). The restrictions specified in article 6.4.1.2 apply also to the SCDW.

6.4.5 Gravel Protection (GP): Gravel Protection (GP) fully covers damages to paintwork and lights of the rented vehicle due to gravel or rocks thrown from other vehicles when passing them. This is limited to front bumper, hood and front lights. Driver's liability is taken to zero when this occurs. Broken/damage front windshiled is covered with self-risk og 25.000 ISK.

6.4.6 Tire Insurance (TI): Tire Insurance provides full coverage for the cost of tire repair or replacement in case of damages to the tires. Please note that this does not cover a transport of the vehicle to a tire shop or a serviced roadside assistance in case of tire damage.

7. General provisions

7.1 This lease agreement shall always be kept in the vehicle during the term of the lease.

7.2 Additions and amendments to the conditions and provisions of the lease agreement shall be made in writing.

7.3 Icelandic law applies to agreements made on the basis of the terms cited above. This includes any claims for compensation that might be made. This applies both to the basis for and the calculation of compensation. The same applies to claims for damages based on liability outside this agreement. If legal disputes arise concerning this Rental agreement, they will be heard before the Lessor's legal venue.

7.4 It should be pointed out that disputes between the parties to this Rental agreement can be submitted to the active Arbitration committee of the Icelandic Consumers Association and the Icelandic Travel Industry Association.

8 Limitation of Responsibilities

Lessor will make all reasonable efforts to keep the information on Lessor's website (www.faircar.is) and in published material/information accurate and up-to-date. Nevertheless, some information available may be technically inexact or contain typing errors. Without prejudice to its obligations under the general terms and conditions applicable to the rental agreement, Lessor does not declare nor guarantee the completeness or reliability of this information and disclaims responsibility for any errors, omissions or interruption and similarly, disclaims responsibility for any change or misspelling in the content or damage resulting from a system error, computer virus or a third party error or intruder.

ALL TERMS, CONDITIONS AND PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.