

RENTAL TERMS AND CONDITIONS APPLICABLE TO RENTALS IN IRELAND AND THE UNITED KINGDOM

1. Renter's Agreement with Owner

(a) When Renter signs the Rental Agreement Summary or the appropriate signature boxes on the digital tablet, Renter accepts these Rental Terms and Conditions as displayed on the digital tablet and/or the Rental Agreement Jacket (together, the Agreement). The terms and conditions of this Rental Agreement are entered between Renter (as named on the Rental Agreement Summary or the digital tablet) and Owner. Any reference to Rental Agreement Summary in these Rental Terms and Conditions includes reference to the digital tablet. Any reference to Owner or Rental Agent means

- for rentals originating in the UK: Enterprise Rent-A-Car UK Limited of Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB, United Kingdom; and
- for rentals originating in Ireland: ERAC Ireland Limited of Unit 4 Lyncon Court, IDA Business & Technology Park, Snugborough Road, Dublin 15, Republic of Ireland.

(b) Owner and Renter are the only parties to the Rental Agreement even though another entity or person may pay for all or some of the rental bill.

(c) Owner intends to rely on this Agreement. If Renter require any changes, Renter shall make sure to ask for them to be put in writing. This can help avoid any problems about what Renter expects from Owner and what Owner expects from Renter.

2. Rental Period

(a) Renter has the right to use the Vehicle until the return date indicated on the Rental Agreement Summary ("Rental Period").

(b) Owner may agree to extend the Rental Period orally or in writing ("Extended Rental Period") but the overall Rental Period may never be more than 90 days. The Extended Rental Period may be subject to higher charges and/or to additional security deposit which will be disclosed to Renter prior to the extension of the Rental Period.

(c) Subject to the following conditions, Renter may choose to return the Vehicle before the end of the agreed Rental Period and thereby terminate this Rental Agreement early (and the Rental Period will be reduced accordingly).

- (i) If Renter has prepaid the Rental Costs (as defined in section 5) to qualify for a "special offer" rate, Renter may not be entitled to any refund due to early termination.
- (ii) If Renter has not prepaid the Rental Costs, early termination can have an impact on the daily rates and the other applicable charges if the originally agreed daily rates and applicable charges were conditioned upon the specifics of the original Rental Period. Owner recommends that Renter verify with Owner what impact an early termination has on the Rental Costs before returning the Vehicle early.

3. Use of the Vehicle

(a) Eligibility: Renter must be (i) in the possession of a driver's license valid in the country in which the rental originates and valid for the vehicle category applicable to the Vehicle, (ii) at least 21 years of age unless otherwise expressly agreed between the parties.

(b) Authorised Drivers: Only the Renter is permitted to drive the Vehicle unless Owner expressly permits additional drivers who meet the eligibility requirements for Renters in section 3 (a) above ("Authorised Drivers").

(c) Prohibited Use of the Vehicle: The Vehicle must not be used:

- (i) by anyone other than Renter or an Authorised Driver;
- (ii) for hire or reward;
- (iii) for any illegal, willful or deliberate purpose causing injury, loss or damage to property or person;
- (iv) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;
- (v) while the driver is under the influence of alcohol, narcotics or drugs;
- (vi) to go to countries or places other than
 - for rentals originating in the UK: outside the United Kingdom; and
 - for rentals originating in Ireland: outside the Republic of Ireland or Northern Ireland unless Owner gives Renter written permission.
- (vii) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in violation of the legally prescribed safety precautions;
- (viii) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a trailer ball and Renter has express permission from Owner;
- (ix) on unpaved roads, racetracks, and test courses;
- (x) to transport easily flammable, toxic, or otherwise dangerous substances;
- (xi) in a careless or reckless manner;
- (xii) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars;
- (xiii) if the Vehicle is a commercial vehicle, to transport goods with a weight heavier than that Authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to provide a courier service without Owner's written permission; or
- (xiv) in contravention of the applicable law where the Vehicle is used, or of this Rental Agreement.

(d) Hand over of Vehicle: The Owner shall hand over the Vehicle to Renter in a good and roadworthy condition and equipped as required according to the safety regulations of the country where the Owner is located (e.g., first aid kit, spare wheel, and/or warning triangle, as required by applicable law). Renter is required to check the Vehicle's and the equipment's condition immediately after handover. If Renter notices any damage to the Vehicle or other discrepancies, Renter shall immediately inform the Owner in order for Owner and Renter to document such damages or discrepancies in writing. Such document on existing damages and/or discrepancies ("Current Condition Document") will serve as proof of the Vehicle's condition at the time of handover.

(e) Traveling abroad: To the extent that Renter is permitted to travel abroad, it is Renter's responsibility, at Renter's cost, to obtain information about the safety rules and requirements of the country visited and to ensure that these requirements are met.

4. Renter's Main Obligations

- (a) Renter is required to
 - (i) always lock the Vehicle and secure all of its parts when it is left unattended;
 - (ii) return the Vehicle with the same fuel level as at the time of handing over unless otherwise agreed between Owner and Renter;

- (iii) not let anyone work on the Vehicle without Owner's express permission. If Owner grants such permission, Owner will only give Renter a refund if Renter has a receipt for the work performed;
- (iv) check oil and water levels and tyre pressure at regular intervals during the Rental Period;
- (v) stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle. In particular, Renter must take into account any warning lights that may appear on the dashboard of the Vehicle;
- (vi) bring the Vehicle back to the agreed return location at the end of the Rental Period in the same condition as it was when it was handed over by Owner according to the Current Condition Document except for any usual wear and tear. A member of Owner's staff will inspect the Vehicle to check the condition of the Vehicle. When returning the Vehicle to the return location during business hours, Renter will remain responsible for the Vehicle and its condition until the inspection is completed or for one (1) hour after its return, whichever is the shorter period. If Renter is permitted to return the Vehicle to the return location outside of business hours, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff within 2 hours of the start of the next business day. If Renter chooses to leave the Vehicle with a third party selected by Renter, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff;
- (vii) check that Renter has not left any personal belongings in the Vehicle before Renter returns the Vehicle;
- (viii) pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of the highway or traffic offence or contravention in any country, in all cases, to the extent permitted by law and not caused by Owner;
- (ix) to use the appropriate fuel as indicated in the Vehicle; and
- (x) not to unseal or tamper with the kilometer or mileage indicator.

(b) In case of an accident or if the Vehicle is lost or stolen, Renter is required to do the following:

- (i) Renter shall report the accident, theft or loss to Owner as soon as possible by any means and confirm this promptly in writing (email is sufficient) to Owner no later than 2 business days in case of a theft and in all other cases 5 business days, from the moment Renter becomes aware of the event;
- (ii) Renter shall report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to Owner;
- (iii) to the extent permitted by law, Renter or any driver shall avoid admitting responsibility to anyone in relation to the accident;
- (iv) Renter and any driver shall request the names and addresses of everyone involved, including witnesses, and provide them to Owner;

- (v) Renter and any driver shall promptly forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;
- (vi) Renter shall cooperate with Owner and Owner's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter; and
- (vii) Renter shall return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Owner.

5. Rental Costs and other Charges; Additional Services

(a) Renter shall pay the daily rates as well as any other charges applicable to the rental of a Vehicle as stated in the Rental Agreement Summary ("Rental Costs"). If the Rental Agreement Summary indicates "day = period of 24 hours", a day is a complete or partial period of 24 consecutive hours from the start of the Rental Period. On return, a grace period of 29 minutes will be allowed if the 24-hour period is exceeded.

(b) Rental Costs also include charges for mileage exceeding the included mileage, charges for additional services or protection products, such as Damage Waiver, Road Assistance Protection, Additional Insurance Coverage as applicable to the specific rental of a Vehicle and as stated on the Rental Agreement Summary. If the Rental Agreement Summary indicates "day = calendar day", one day is a complete or partial calendar day from the start of the Rental Period.

(c) Owner may require a security deposit, as stated in the Rental Agreement Summary, at the commencement of the Rental Period which can be used as security for any future claims which Owner has against Renter in connection with the Rental Agreement. Owner will not pay any interest on the security deposit and Owner is under no obligation to hold the security deposit in any account separate from its own assets. Subject to the conditions set out in section 7 and 9, Owner will refund the security deposit and any additional security within a period of 90 days from the date of the return of the Vehicle, or, if the Vehicle is lost or stolen, within a period of 90 days from the agreed end of the Rental Period, to the extent that the security has not been used to satisfy the secured claims under this Rental Agreement.

(d) Renter shall pay to Owner on demand:

- (i) any additional charges, such as for an Extended Rental Period, for any late return of the Vehicle after the end of the Rental Period;
- (ii) all penalties, fees, fines and court costs for parking, bus lane use, fines and road tolls, for all roadway infractions or other Vehicle-related offences which are assessed against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle, until the Vehicle is returned, unless caused through Owner's own fault;
- (iii) For rentals originating in Ireland, a fee for the use of a trailer baller up to € 100;
- (iv) an administration fee in the range of €/£ 5 to 45 for processing any fines or offences against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle during the Rental Period, unless caused through Owner's own fault;
- (v) a collection fee of up to €/£ 500 based on the actual costs of abandonment incurred by Owner if the Vehicle is not returned to the original rental branch indicated in the Rental Agreement Summary; and

- (vi) a cleaning fee of up to €/£ 100 if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling, to compensate Owner for the costs incurred as a result of such failure.
- (vii) if Renter does not return the Vehicle to Owner with the same level of fuel as at the start of the Rental Period (such level as indicated on the Rental Agreement Summary or the digital tablet), and unless an optional fuel product was purchased at the start of the Rental Period, a re-fuelling service fee calculated as the difference between the fuel level recorded on your rental agreement and that recorded upon the return of the vehicle (in litres) multiplied by the fuel price displayed at the rental location.

(e) Renter shall pay any value added tax and all other taxes (if any) payable on any of the Rental Costs.

(f) An acceptable payment method is credit card. Some rental locations may also accept debit card.

(g) For other rental charges see Rental Agreement Summary.

6. Data Protection

(a) Owner, as data controller, will use Renter's personal data (and the personal data of any Authorised Driver) collected in connection with the Rental Agreement or any related agreement or service ("Renter Personal Data"), and disclose it, for the purposes described in this paragraph in accordance with applicable data protection laws and in Owner's current privacy policy which can be accessed via the applicable local website ("Privacy Policy"). Owner, or any subsidiary (for further details see below) or Enterprise Holdings, Inc. may:

(i) process Renter Personal Data to manage the rental and Owner's commercial relationship, administer Owner's loyalty program, communicate with Renter about or assist with Renter's rental. Owner processes Renter Personal Data for this purpose on the basis of: (i) contractual necessity (e.g. billing); or (ii) Owner's legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by Renter's – and any applicable Authorised Drivers' – data protection rights;

(ii) store Renter Personal Data that relates to any incident arising from Renter's dealings or an Authorised Driver's dealings with Owner if Owner thinks that, as a result of such incident, Renter or an Authorised Driver could be a risk for future rentals. For example, where permitted by law, Owner will record data about Renter's failure to pay, theft of or damage to a Vehicle, abusive behaviour towards Owner's staff, any relevant criminal offence committed or alleged or if Renter has, or an Authorised Driver has, driven under the influence of drugs or alcohol. If Owner records any such data against Renter's name and/or the name of an Authorised Driver, and Renter or an Authorised Driver later seek to rent another vehicle in Renter's country or elsewhere, that rental may not proceed. Owner processes Renter Personal Data for this purpose on the basis of Owner's legitimate interests in protecting Owner's employees, other customers, the public and Owner's property from safety or financial risks based on past customer conduct, when these interests are not overridden by Renter's – and any applicable Authorised Drivers' – data protection rights;

(iii) send Renter marketing communications (by post or electronic communications) about similar products or services which Owner thinks may be of interest to Renter. This can include the provision of targeted advertising on Owner's websites, selected partner sites and social networks where Renter has provided their consent;

(iv) compile statistics and analysis about Renter's – and any applicable Authorised Drivers' – use of Owner's products and services, including statistics based on anonymised data; such statistics enable Owner to provide Renter and other customers in the future with better customer service, products, features and functionalities;

(v) provide details of any accidents in which Renter or any Authorised Driver of the Vehicle are involved (including Renter Personal Data) to relevant insurance databases. Owner processes Renter Personal Data for this purpose where necessary for the establishment, exercise or defence of legal claims;

(vi) verify personal, driving and credit information (including Renter Personal Data) provided by Renter and any Authorised Driver through credit agencies, fraud prevention agencies/databases, for rentals originating in the UK the Driver and Vehicle Licensing Agency (DVLA) and the Driver and Vehicle Agency (DVA), or other sources. Owner processes Renter Personal Data for this purpose on the basis of Owner's legitimate interests in preventing fraud, when these interests are not overridden by Renter's – and any applicable Authorised Drivers' – data protection rights.

(vii) provide Renter Personal Data to government agencies which oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the Rental Period. Owner processes Renter Personal Data for this purpose where necessary to ensure Owner's compliance with applicable legal obligations; and

(viii) provide Renter Personal Data to the relevant motor tax office or authority, debt collectors, credit agencies and any other relevant organisation or authority on the basis of: (i) contractual necessity; (ii) compliance with a legal obligation; and/or (iii) Owner's legitimate interests to recover any pending debt. For rentals originating in the UK, Owner may also provide this data to the British Vehicle Rental and Leasing Association (BVRLA), which may share Renter Personal Data with its members to prevent crime and protect its assets.

(b) The Vehicle may be equipped with: (i) emergency notification functionalities ("eCall System"); (ii) telematics systems and infotainment ("Telematics Systems") which are independently controlled by the manufacturer ("OEM") of Renter's Vehicle; and (iii) telematic technologies that utilise mobile, satellite and/or radio signals technologies to transmit the location of the Vehicle which are controlled by Owner. The eCall System is provided in order to ensure that Renter and Renter's passengers receive appropriate assistance in the case of an emergency. In the event that a Vehicle has been reported as potentially or actually lost or stolen, Owner will access the telematics systems (or request access to the necessary Telematics Systems data from the relevant OEM) to ascertain the vehicle location data. Contact details of the OEMs along with their applicable privacy disclosure which may include system and service limitations, warranty exclusions, limitations of liability, descriptions of use, disclosure and retention of information, Renter's individual rights, and any data transfer outside the European Economic Area may be found on the OEMs' respective websites or see a list of the OEMs which Owner purchases vehicles from in the Privacy Policy. For information on Owner controlled telematics systems please see the Owner Privacy Policy (<https://privacy.ehi.com>). When Renter uses any satellite navigation or infotainment system in this Vehicle, Renter is responsible for any information that is stored in the systems as a result of Renter's use. Owner cannot guarantee the privacy or confidentiality of such information, and Renter must wipe it before Renter returns the Vehicle to us. If Renter does not do this, the next users of the Vehicle will be able to access this information.

(c) Owner may disclose Renter Personal Data to any of Owner's subsidiaries (for details see the Privacy Policy) or Enterprise Holdings, Inc. for the purposes listed above. Owner may also disclose Renter Personal Data: (i) to law enforcement or similar bodies; (ii) to meet certain legal compliance requirements for example, under AML (anti-money laundering) laws; or (iii) as part of a sale or merger of Owner's business assets or any due diligence process carried out in relation to same.

(d) Enterprise Holdings, Inc. and its wholly owned subsidiaries participate in and are responsible for the processing of personal data received under the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework and subsequent transfers to third parties acting on its behalf. For more information or if Renter has an unresolved privacy or data use concern that Owner has not addressed to Renter's satisfaction, see the Privacy Policy for information on how to contact Owner's third-party dispute resolution provider.

(e) Owner retains Renter Personal Data for commercially reasonable periods of time or in accordance with specific laws or policies. Information collected for a specified purpose will only be used for that purpose and, after a reasonable period of time, will no longer be actively stored when that purpose has been fulfilled. Inactive data may, however, continue to be used for statistical, marketing, archiving, and other analytical purposes.

(f) Renter has the right to: (i) access and port his personal data (including in certain cases in a commonly used, machine readable format); (ii) have his personal data rectified (where it is inaccurate or incomplete), (iii) have his personal data erased where Owner no longer has any legitimate reasons to process it; (iv) have his personal data restricted; (v) object to Owner's processing of his personal data in certain circumstances; and (vi) lodge a complaint with the applicable supervisory authority.

(g) If Renter has any queries in relation to Owner's use (including disclosure) of Renter Personal Data pursuant to the Rental Agreement as described in this paragraph, Renter can contact Owner by writing to the address stated in Section 1 or by sending an email to privacy@ehi.com.

(h) Additional information about Owner's processing of Renter Personal Data may be provided as and when required and / or applicable.

7. Protection Products

(a) Damage Waiver (DW): If Renter selects DW on the Rental Agreement Summary, Owner will not hold Renter liable for damage to and loss or theft of, including any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to and loss or theft of, the Vehicle, except that Renter will still have to pay the excesses indicated on the Rental Agreement Summary every time the Vehicle is damaged or stolen or lost. If no excesses are indicated on the Rental Agreement Summary, Renter is still responsible for rentals originating in the UK for the first £1,600 and for rentals originating in Ireland for the first € 3,000 every time the Vehicle is damaged or stolen or lost. Renter's responsibility can be reduced with the acceptance of Excess Protection (see paragraph (b) below) and/or Roadside Assistance Protection (RAP) (see paragraph (c) below). Renter agrees that DW does not exempt Renter from liability for damage caused by: the use of incorrect fuel; any breach of sections 3, 4 and 5 of this Rental Agreement or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started.

(b) Excess Protection (EXP): If Renter selects EXP on the Rental Agreement Summary and has accepted DW on the Rental Agreement Summary, Owner will reduce Renter's responsibility for any loss caused by damage to, theft or loss of the Vehicle to the excess amount indicated on the Rental Agreement Summary. If no excesses are indicated on the Rental Agreement Summary, Renter is still responsible for rentals originating in the UK for the first £700 and for rentals originating in Ireland for the first €500 every time the Vehicle is damaged or stolen or lost. If Renter selects EXP and DW has not been selected, Renter remains responsible for rentals originating in the UK for all losses above £900 and for all rentals originating in Ireland above €1,500 in all cases up to the full market value of the Vehicle every time the Vehicle is damaged or stolen or lost. Renter agrees that EXP does not exempt Renter from liability for damage caused by: the use of incorrect fuel; any breach of section 3, 4 and 5 of this Rental Agreement or if Renter failed to take all reasonable measures to secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started.

(c) Roadside Assistance Protection (RAP): If Renter selected RAP on the Rental Agreement Summary, Owner will waive all of Renter's responsibility for the following: (i) tyre repair or tyre replacement costs including rims except when part of a larger repair to the Vehicle; (ii) replacement key costs; (iii) glass repair or glass replacement costs except when part of a larger repair to the Vehicle; and (iv) all recovery and call out charges imposed by Owner's chosen roadside assistance providers as a result of any fault occurring to Owner's Vehicle which is due to driver or Renter error. RAP does not exempt Renter from these charges for damage caused by the use of incorrect fuel: any breach of section 3, 4 and 5 of this Rental Agreement or running out of fuel more than once.

(d) No DW selected: If Renter does not select DW, Renter must keep the Vehicle insured against damage to, loss or theft of the Vehicle up to the fair market value of the Vehicle. Renter must comply with the terms of Renter's insurance policy. If the Vehicle is damaged, lost or stolen and DW is not selected or does not apply, Renter must allow Owner to make a claim under any policy in Owner's name.

(e) No EXP or RAP selected: If Renter does not select EXP and/or Roadside Assistance Protection (RAP) or if those protections do not apply, Renter shall pay Owner on demand the appropriate excess as stated in Renter's insurance policy. If the insurance Renter has arranged does not pay Owner in full for any charges, Renter is still responsible for paying Owner all outstanding charges on demand. If Renter has paid Owner everything required under the Rental Agreement and Owner later recovers all of Owner's losses from a third party, Owner will refund Renter any surplus.

(f) Third Party Liability: Unless the words "3RD PARTY COVER INCLUDED" appear on the Rental Agreement Summary, If valid motor third party liability insurance is available on any basis to Renter, Authorised Driver(s) or any other driver, and such insurance satisfies Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 for rentals originating in the UK or the Road Traffic Acts 1961 to 2014 for rentals originating in Ireland or any other legislation currently in force in any jurisdiction in which the Vehicle is operated during the Rental Period, that insurance is primary and Owner's motor fleet insurance policy will not cover the use of the Vehicle by Renter, any Authorised Driver(s) or any other driver (as the case may be), unless otherwise agreed between Owner and Renter. Renter is required to report the claim to Renter's insurer and comply with the terms of any applicable insurance policy. Renter is required to disclose details of any such insurance to Owner or Owner's insurer upon Owner's request. If such insurance is available to Renter, but does not cover the relevant third party claim, Renter agrees that Owner or

Owner's insurers may handle the third party claim on Owner's behalf through Owner's motor fleet insurance policy, and that Owner will have the sole right to settle any claim as Owner may decide is necessary, and Renter assigns any rights available to Renter under Renter's insurance policy to Owner, which includes allowing Owner to make a claim under any policy in Renter's name. Renter agrees to fully cooperate with any claim that Owner or Owner's insurer may make against Renter's insurer in such circumstances. If the insurance available to Renter, Authorised Driver(s) or any other driver (as the case may be) does not pay any third party the damages they are entitled to as a result of Renter's, Authorised Driver(s)' or any other driver's failing to comply with the terms and conditions of that policy, Renter will have to repay on demand all costs incurred by Owner or Owner's insurers in settling and handling the claim.

However, if the words "3RD PARTY COVER INCLUDED" appear printed on the Rental Agreement Summary, or If no valid third party liability insurance is available on any basis to Renter or any Authorised Driver(s) or if otherwise agreed between Owner and Renter, and provided Renter and any Authorised Driver(s) are in compliance with the Rental Agreement, the use of the Vehicle by Renter and any Authorised Driver(s) will be covered, subject to all terms, conditions, limitations, exceptions and exclusions, under Owner's motor fleet insurance policy against claims from a third party alleging injury, death or damage to property, as required by the Road Traffic Act 1988 (as amended by the Road Traffic Act 1991), Road Traffic (Northern Ireland) Order 1981 for rentals originating in the UK or by the Road Traffic Acts 1961 to 2014, Road Traffic (Northern Ireland) Order 1981 (as supplemented and amended from time to time) for rentals originating in Ireland or any other legislation currently in force in any jurisdiction in which Renter operates the Vehicle with Owner's permission. Renter may request a copy of Owner's insurance policy. The policy gives the insurer the sole right to settle any claim as they may decide is necessary. Renter agrees to fully cooperate and assist Owner and Owner's insurers in the investigation of any third party claim. If Owner or Owner's insurers are required to make any payment to a third party as a result of the use of the Vehicle which involved a breach by Renter or any Authorised Driver of any of the terms and conditions of the Rental Agreement or of Owner's motor fleet insurance policy, Renter will have to pay on demand all sums paid by Owner's insurers in relation to the claim. This is in addition to any damages or other equitable relief which Owner may legally claim as a result of the breach. If Renter provides false information in relation to any third party claim, or if Owner or Owner's insurers suspect fraud, Owner may notify fraud prevention agencies and databases, and Renter may be prosecuted.

8. Termination of Rental Agreement

(a) The Rental Agreement terminates with the lapse of the Rental Period or the Extended Rental Period, as applicable, or as otherwise stipulated in this section 8.

(b) Renter may return the Vehicle and terminate the Rental Agreement early at any time during the Rental Period for any reason by returning the Vehicle and in accordance with the terms of section 2.

(c) Owner may terminate the Rental Agreement with immediate effect if Renter commits a material breach of the Rental Agreement or if security risks for Renter, Authorised Drivers or other third parties require an immediate return of the Vehicle. A violation of Renter's obligations in section 3, 4, and 5 is a material breach.

(d) Upon termination of the Rental Agreement, if Renter fails to return the Vehicle to the agreed return location, Owner may repossess the Vehicle, and Renter is liable for any reasonable costs involved in repossessing it.

(e) Termination of the Agreement does not affect any rights or remedies provided by law which exist at the date of termination. Any parts of the Agreement which by implication continue after such termination are not affected.

(f) Owner may notify the police if Renter operates the Vehicle after end of Rental Period or Extended Rental Period, as applicable.

9. Liability

(a) Owner has the sole right and responsibility to repair the Vehicle, and the decision as to whether to repair the Vehicle, and the timing of such repair (and whether multiple incidents of damage caused by different renters will be repaired at the same time), is at Owner's sole discretion.

(b) Renter shall pay to Owner on demand in accordance with applicable law Owner's costs incurred when collecting payments due from Renter, including legal fees and court costs (if the court issues a judgement in Owner's favor).

(c) Renter's liability for damage to, loss or theft of, the Vehicle may be reduced by the purchase of a DW, EXP or other protection products (as available) (see section 7).

(d) In the event of damage to or loss of theft of the Vehicle or a part or accessory thereof from the time of the commencement of the rental up until the time of the inspection, Renter may be liable for the following costs, charges and other damages:

- (i) The charges invoiced to Owner by the repair facility for the specific repair of the Vehicle, or replacement of the part or accessory;
- (ii) a bona fide estimate of the cost to Owner of the repair of the Vehicle, or replacement of the parts or accessories (as applicable) calculated by reference to Owner's standard list of minor repairs (which has been independently verified and is available upon request) or by an estimate provided by a repair shop. The amount invoiced to Renter for any repairs will be lower than the manufacturer suggested retail price but may be higher than Owner's cost, because the invoiced amount will not reflect any rebates which Owner may subsequently receive from the repair shop or supplier based on Owner's volumes of purchases and long term relationships, and may not include any economies of scale where damage caused by different customers are repaired simultaneously;
- (iii) To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value as determined by an independent motor engineer;
- (iv) In the event that the total estimated repair cost is greater than the value of the Vehicle minus the salvage value, an estimate of the retail value of the Vehicle immediately prior to the damage, as independently verified, less the salvage value;
- (v) Owner's resulting loss of revenue at the daily rate indicated on the Rental Agreement Summary based on Owner's loss of income of the Vehicle, not to exceed 30 days, provided this does not result in Owner being compensated twice for the same loss;
- (vi) in case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified;

- (vii) an administrative cost of up to £/€ 150; and
- (viii) Any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to, loss or theft of the Vehicle during the Rental Period.

(e) Owner is responsible to Renter for foreseeable loss and damage caused by Owner. If Owner fails to comply with these terms, Owner is responsible for loss or damage Renter suffers that is a foreseeable result of Owner's breaking this contract or Owner's failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Owner and Renter knew it might happen, for example, if Renter discussed it with Owner on the Rental Agreement Summary. Owner does not exclude or limit in any way Owner's liability to Renter where it would be unlawful to do so. This includes liability for death or personal injury caused by Owner's negligence or the negligence of Owner's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Renter's legal rights in relation to the services. Owner is not liable for business losses. Owner only supply the services for domestic and private use. If Renter uses the services for any commercial, business or re-sale purpose Owner will have no liability to Renter for any loss of profit, loss of business, business interruption, or loss of business opportunity.

(f) For rentals originating in the United Kingdom, the following applies in addition to the above:

- (i) Renter is responsible for all charges, even if Renter has asked someone else to be responsible for them or Owner has billed or collected them from a third party. Renter agrees that Owner, having notified Renter, will compute and debit the final charges from Renter's credit and/or debit card (which was presented at the time of rental) if that is the form of deposit or security being used, as shown on the Rental Agreement Summary. All charges are subject to final audit.

(ii) Where the rental of the Vehicle is consequent upon Renter's own vehicle having been involved in an accident, and the replacement Vehicle has been provided to Renter on a credit basis, payment of the charges due under the Agreement are deferred for a period not exceeding 11 months from the date of the Rental Agreement. At the end of the deferment period the amount due becomes payable in one single payment. No interest or other charges is payable during, or in respect of, the deferment or credit period. The credit amount is for a fixed sum which is the daily charge / charges multiplied by the number of days of the Rental Period.

10. Indemnity

To the extent permissible by law, and upon Owner's request, Renter shall indemnify, and hold Owner and Owner's employees, agents, and representatives ("Indemnified Party") harmless from all losses, liabilities, damages, injuries, claims and demands (to include reasonable costs and expenses arising therefrom) culpably caused by Renter in connection with the Rental Agreement and asserted by third parties against Indemnified Party, unless the losses, liabilities, damages, injuries, claims and/or demands are covered by the protection product(s) selected by the Renter and purchased from Owner.

11. Governing Law / Alternative Dispute Resolution

(a) The Rental Agreement is governed by the laws of the country in which the Owner is located and in which the rental originates.

(b) Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Renter having to go to court. The online dispute resolution platform of the European Commission is available at:

<http://ec.europa.eu/consumers/odr/>. For rentals originating in the UK, Owner agrees to alternative dispute resolution. Renter can submit a complaint to the BVRLA via their website at <http://www.bvrla.co.uk/advice/guidance/using-bvrlas-conciliation-service>. The BVRLA will not charge Renter for making a complaint and if Renter is not satisfied with the outcome Renter can still bring legal proceedings.

12. Miscellaneous

(a) If at any time any part of the Rental Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Agreement and the validity and/or enforceability of the remaining provisions of the Rental Agreement is not in any way be affected or impaired as a result of that omission.

(b) A full copy of Owner's complaints procedure is available to Renter upon request from any of Owner's rental branches and from Owner's registered office provided in section 1.

(c) Owner shall send any written notices provided under this Rental Agreement to the address Renter provided on the Rental Agreement Summary. Renter shall send any written notices provided under this Rental Agreement to the address specified in section 1.

(d) Even if Owner delays in enforcing this contract, Owner can still enforce it later. If Owner does not insist immediately that Renter does anything it is required to do under these terms, or if Owner delays in taking steps against Renter in respect of Renter breaking this contract, that will not mean that Renter does not have to do those things and it will not prevent Owner taking steps against Renter at a later date. For example, if Renter misses a payment and Owner does not chase Renter but Owner continues to provide the services, Owner can still require Renter to make the payment at a later date.

13. Jurisdiction

If Renter lives in England and Wales, Renter shall bring legal proceedings in the English courts. If Renter lives in Scotland, the Renter can bring legal proceedings in either the Scottish or the English courts. If Renter lives in Northern Ireland, Renter can bring legal proceedings in either the Northern Irish or the English courts. If Renter lives in the Republic of Ireland, Renter shall bring proceedings in the Irish courts.