

Updated January 2021

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



### 1. Renter's Agreement with Owner

(a) These Rental Terms and Conditions and the Rental Agreement Summary together constitute the “**Rental Agreement**”. The Rental Agreement is 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, 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.

### 2. Rental Period

(a) Renter has the right to use the rental vehicle (“**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 voluntary termination; and
- (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 have a driver's license valid in the country in which the rental originates and valid for the vehicle category applicable to the Vehicle.

(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”). Authorised Drivers under the age of 25 may be subject to restrictions and an additional fee. Any Authorised Drivers will be documented in the Rental Agreement Summary.

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

- (i) by anyone other than Renter or an Authorised Driver;
- (ii) for carriage of passengers for hire or reward;

- (iii) for deliberately causing personal injury or property damage or for any illegal purpose;
- (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
- for rentals originating in the UK: outside the United Kingdom; and
- for rentals originating in Ireland: outside the 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 breach of the legally prescribed safety precautions;
- (viii) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar 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 other than minimum amounts for household use;
- (xi) in a careless or reckless manner;
- (xii) to drive through or over water or over any objects that Renter knew or ought to have known rise above the ground clearance of the Vehicle;
- (xiii) to drive under a barrier lower than the overhead clearance of the Vehicle;
- (xiv) 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;
- (xv) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without Owner's written permission; or
- (xvi) in contravention of this Rental Agreement or the applicable laws, safety rules and requirements of the countries where the Vehicle is used.

(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 place of rental (e.g., first aid kit, spare wheel, and/or warning triangle, as required by applicable law). Renter is required to check the Vehicle's condition immediately after handover. If Renter notices any damage to the Vehicle or other discrepancies, Renter shall immediately inform the Owner.

#### **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) not let anyone work on the Vehicle without Owner's express written permission. If Owner grants such permission, Owner will only give Renter a refund if Renter has a receipt for the work performed;
  - (iii) check oil and water levels and tyre conditions and pressure at regular intervals during the Rental Period;
  - (iv) 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;
- (v) bring the Vehicle back to the agreed return location specified in the Rental Agreement Summary at the end of the Rental Period in the same condition as it was when it was handed over by Owner according to the diagram on the Rental Agreement Summary 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 not to leave the Vehicle at an Owner branded location, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff;
  - (vi) check that Renter has not left any personal belongings in the Vehicle before Renter returns the Vehicle;
  - (vii) 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;
  - (viii) to use nothing other than the appropriate fuel as indicated in the Vehicle; and
  - (ix) not to unseal or tamper with the kilometre 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 accurately 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 1 business days in case of a theft and in all other cases 2 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) any driver shall avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;
- (iv) any driver shall request the names and addresses of everyone involved, including witnesses, and provide them to Owner;
- (v) 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 or, if not stated on the Rental Agreement Summary, the publicly available rates at the time of rental ("**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 collect this and any other amounts due under this Rental Agreement from the credit card or debit card presented at the time of rental, which will be retained for this purpose unless otherwise agreed between the Parties. 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 monies taken to the extent that this amount has not been needed to satisfy Owner's claims under this Rental Agreement within a period of 75 days from the date of the return of the Vehicle, or, if the Vehicle is lost or stolen, within a period of 75 days from the agreed end of the Rental Period

(d) Renter shall pay to Owner on demand:

- (i) any additional charges as notified to the Renter;
- (ii) any amounts not paid by Renter in accordance with section 4(a)(vii);
- (iii) For rentals originating in Ireland, a fee for the use of a trailer baller up to € 100;
- (iv) an administration fee of up to £35 in the UK and up to €25 in Ireland 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) if the Vehicle is: (1) returned to an Owner branded location other than the one indicated in the Rental Agreement Summary, the publicly available one-way fee at the time of return; or (2) if the Vehicle is returned to a non-Owner branded location not indicated on the Rental Agreement Summary, Owner's actual costs of recovery incurred by Owner and Owner's resulting loss of revenue at the daily rate indicated on the Rental Agreement Summary; unless otherwise agreed between Renter and Owner;
- (vi) a cleaning fee 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 their actual costs of cleaning; and
- (vii) a re-fuelling service fee if Renter did not select to purchase an optional fuel product at the start of the Rental Period and did 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) calculated as the difference between the fuel level recorded on your Rental Agreement and that recorded upon the return of the Vehicle multiplied by the fuel price displayed at the rental location at the start of the Rental Period plus an additional charge of up to £/€15. No unused or excess fuel will be refunded.

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

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

## **6. Data Protection Notice**

(a) Owner, as data controller, collects personal data about the Renter and any Authorized Driver in connection with the Rental Agreement or any related agreement or service and uses it as described below and in accordance with the Privacy Policy available at <https://privacy.ehi.com>.

In addition to Owner's Privacy Policy, Owner, its subsidiaries or Enterprise Holdings, Inc. may:

- (i) On the basis of contractual necessity:
  - a. Process personal data to manage the rental, the commercial relationship and Owner's loyalty program, with the Renter.
  - b. To communicate important information regarding your rental. These communications are transactional in nature and will be sent to you via email, text or calls.
- (ii) On the basis of the Owner's legitimate business interests, where such interests are not overridden by Renter and Authorized Driver's rights:
  - a. To assist us in providing better products and services: for example, to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities and services.
  - b. Store information indicating that the Renter or Authorized Driver could be a risk for future rentals, such as recording information about traffic or criminal offences or abusive behavior towards Owner's staff. This may mean that future rental requests may not proceed.
- (iii) Use and share your information with third parties to prevent fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g. traffic citations) and for claims processing purposes;
  - a. For fraud prevention purposes, to verify identity and authenticate identity-related documentation as well as additional points of contact for rental related communications through personal references.
  - b. Compile statistics and analysis about Renter's and Authorized Driver's use of Owner's products and services.
- (iv) On the basis of Renter's consent:
  - a. Send Renter marketing information in situations where consent is required.
- (v) To establish, exercise or defend legal claims:
  - a. Provide details of any accidents in which Renter or any Authorized Drivers are involved to relevant insurance databases.

(b) eCall System; Owner's Collection and Use of Vehicle Data; Renter's Use of Vehicle's Navigation and Infotainment Systems and Vehicle Manufacturer Apps.

The Vehicle may be equipped with emergency notification functionalities ("eCall System"), which is provided by the manufacturer of Renter Vehicle ("OEM") to ensure appropriate assistance is provided in the case of an emergency.

The Vehicle may also be equipped with technology that collects and transmits data, including information collected from event data recorders, global positioning devices, or any other similar technology, which may be controlled by the "OEM" or Owner ("Telematics Systems"). When installed and where permissible, the Telematics Systems will enable Owner to collect and use information on the basis of Owner's legitimate interest or where required with your consent, including but not limited to: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure, fuel status, and other diagnostic and performance information. This information may be combined with information Renter has provided Owner and used to generate vehicle usage, performance, and other similar information. Owner's use of information collected may include sharing information with third parties, and as set forth in the privacy policy, available at [www.enterprise.com](http://www.enterprise.com). Owner's use of the information may also include storage of this information after the expiration of the Agreement. If a Vehicle has been reported as potentially or actually lost or stolen based on Owner's enforcement of the Agreement or in cooperation with law enforcement, Owner may access Vehicle location data or request access to it from the relevant OEM or system Renter understands that renting Vehicle does not prohibit Owner from obtaining and using data collected from Vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at [www.enterprise.com](http://www.enterprise.com). Additionally, a list of the OEMs can be found in the privacy policy at and OEMs' contact details and information about their data protection practices and terms can be found on their respective websites.

If Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal information may be transferred to and stored on these systems.

Owner cannot guarantee the privacy or confidentiality of such information and it is Renter's responsibility to delete all personal information from these systems before returning Vehicle to avoid subsequent occupants or users of Vehicle accessing this information.

If Renter downloads a mobile application made available by the OEM and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Renter's use of these applications is strictly governed by the OEM's terms and conditions and privacy policy and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application.

(c) Owner may disclose personal data to: (i) its subsidiaries (see the Privacy Policy for details) or Enterprise Holdings, Inc. for the purposes listed above, (ii) to law enforcement; (iii) to meet legal compliance requirements such as anti-money laundering laws; or (iv) as part of a sale or merger of Owner's business assets or any related due diligence process.

(d) Personal data to the United States from the European Union, the United Kingdom and/or Switzerland, Enterprise Holdings, Inc. and its wholly owned subsidiaries is transferred in accordance with EU and UK approved Standard Contractual Clauses. Owner is also certified under the Swiss-U.S. Privacy Shield Framework and in addition we maintain the U.S Privacy Shield Framework. 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 personal data for commercially reasonable periods of time or in accordance with specific laws or policies.

(f) In some circumstances the Renter has the right to:

- (i) access and port their personal data;
  - (ii) ask for their personal data to be rectified (where it is inaccurate or incomplete), or to have it erased where Owner no longer has a legitimate reason to process it;
  - (iii) ask for processing to be restricted;
  - (iv) object to Owner's processing of their personal data; and
  - (v) lodge a complaint with the applicable supervisory authority.
- (g) If Renter has any queries in relation to this Notice, Renter can contact Owner by post at the address stated in Section 1 of the Country Specific Rental Terms or through the Contact Us form located at [www.privacy.ehi.com](http://www.privacy.ehi.com).
- (h) Additional information about Owner's processing of 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 the Vehicle, 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. However, Renter will instead 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 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 the Road Traffic Act 1988 (as amended), Road Traffic (Northern Ireland) Order 1981 for rentals originating in the UK or the Road Traffic Acts 1961 to 2018 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 right to resolve any claim under the insurance policy as Owner or insurers decide necessary, without restricting Renter's rights to take legal actions or seek remedies under applicable law. 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 reasonably 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), Road Traffic (Northern Ireland) Order 1981 for rentals originating in the UK or by the Road Traffic Acts 1961 to 2018 (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. 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, Renter will have to pay on demand all sums reasonably 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 the relevant 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) Either party may terminate the Rental Agreement with immediate effect if the other party 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 breach 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 costs incurred in repossessing it in accordance with section 5(d).

(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 or, in Ireland, Gardaí Síochána 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 reasonably incurred when collecting payments due from Renter, including legal fees and court costs (if the court issues a judgment in Owner's favour).

(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 Period up until the time of the Vehicle inspection unless caused through Owner's own fault, Renter may be liable for the following costs, charges and other damages (provided this does not result in Owner being compensated twice for the same loss):

- (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 £/€ 50 or £/€100 (higher fee will be charged when Owner deems vehicle to be uneconomical to repair); 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.

Details of how Renter can dispute any of the above costs, charges or other damages will be included in the invoice sent to Renter by Owner for any such costs, charges or other damages.

(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 agreed in writing between the Renter and Owner.

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 supplies 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. 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.
- (g) Renter is liable to Owner for Owner's damages relating to third party claims arising out of or in connection with the rental of the Vehicle during the Rental Period if (i) the Renter is in breach of the terms of this Rental Agreement or if the driver was not authorised to drive the Vehicle under the terms of this Agreement and (ii) the Renter or driver was at fault.
- (h) If any personal belongings are found in the Vehicle after its return, Owner shall notify Renter and ask Renter to pick them up. After 3 months, items will be disposed of.

## **10. 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/>. Owner agrees to alternative dispute resolution. For rentals originating in the UK, 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. For rentals originating in Ireland, Renter can submit a complaint to the Car Rental Council of Ireland ("CRCI").

## **11. 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 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.

## **12. 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 Ireland, Renter shall bring proceedings in the courts of Ireland.