

RENTAL AGREEMENT TERMS AND CONDITIONS

IMPORTANT DECLARATION

Where the renter deals as a customer within the meaning of Section 3 of the Sale of Goods and Services Act 1980, nothing hereafter provided is intended to prejudice or affect, nor will it prejudice or affect the renter's Statutory rights under Sections 27, 28, 29, 38 and 39 of the Sale of Goods and Supply of Services Acts 1980.

RENTAL AGREEMENT TERMS AND CONDITIONS

Irish Car Rentals Limited (hereinafter called the Lessor) hereby rents to the renter the vehicle described overleaf (hereinafter called "the Vehicle") subject to the terms and conditions contained herein. The renter warrants the truth and accuracy of the information given by him/her in this agreement. The renter acknowledges and it is agreed:

1. That the renter received the vehicle in good order and condition and will return the same together with all tyres, tools, car documents, accessories and equipment in the same condition, (ordinary wear and tear excepted but EXCEPTING undue wear and tear by reason of misuse or abuse) to the agreed return location specified overleaf unless renter requests and Lessor agrees to an extension or sooner upon demand of the Lessor.

(a) UNAUTHORISED EXTENSION OF RENTAL. No insurance cover exists on vehicles retained without the Lessor's permission. In the event of an unauthorised extension, the renter is warned that he/she is liable for the cost of repair or written off value, whichever is the less, to the rental vehicle and for ALL third party and other claims arising out of the use of the vehicle within the period of unauthorised extension, and moreover whilst the renter is driving the vehicle without the authority of the Lessor the driving is without the consent of the owners as described in Section 118 of the Road Traffic Act.

2. In the event the Renter;

(a) having requested collection of the vehicle, renter liability for damage and theft shall extend to midday of the first working day following the requested collection time (working day is defined as Monday to Friday 8am to 6pm)

(b) is returning the vehicle to a location outside the locations working hours, renter's liability for damage and theft shall extend to the time at which the location is next open for business (details of working hours available at renting location).

3. That the vehicle shall not be used, operated or driven by any person;

(a) to transport goods in violation of Customs regulations or in any other illegal manner.

(b) to carry passengers or property for a consideration express or implied.

(c) to propel or tow any vehicle or trailer without the consent of the lessor.

(d) in motors sports events (including racing, pace making, rallying, reliability trials and speed testing) or for driving tuition.

(e) under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates or any other substance impairing renter's consciousness or ability to react.

(f) in an "active" negligent manner which would constitute gross negligence and could seriously impair the drivers ability to react including but not limited to such actions as reading maps while driving, using a handheld mobile phone, reversing onto a primary roadway, driving above legal speed limits etc.

(g) other than renter, except where such person or persons have been qualified by the Lessor and permission to operate the vehicle has been granted.

(h) outside the 32 counties of Ireland without the express agreement of LESSOR.

NOTE: LESSOR RESERVES THE RIGHT TO IMPOSE SPECIAL

CONDITIONS REGULATING THE USE OF THE VEHICLE IN NORTHERN

IRELAND AND THE UK.

(i) who has given a fictitious or false name, age, address, or driving licence.

(j) who has within the preceding period of five years been convicted of any motoring offence or been involved in any accident unless details have been

disclosed to Lessor at time renter makes application for the rental of a vehicle.

(k) who suffers from any physical or mental infirmity or defect of vision or hearing.

(l) to carry a number of passengers and/or property which would overload the rental vehicle.

4. The renter is personally liable to pay the Lessor on demand;

(a) a mileage charge when applicable computed on the rate specified overleaf for the mileage covered by the vehicle until the vehicle is returned (the number of miles over which the vehicle is operated shall be determined by reading the odometer installed by the manufacturer, if odometer fails the mileage charge shall be calculated from the road map distance of the journey travelled).

(b) time, collision damage reduction (if any), personal accident insurance (if any), theft protection waiver (if any) and super damage reduction (if any), and extra miscellaneous charges at the rates specified overleaf or as per current rental tariff.

(c) the additional fee for any one-way rental service (if any) as specified overleaf, or if the vehicle is left elsewhere other than the agreed return location without Lessor's written consent a fee as stated on the current rental tariff per mile from the renting location where left.

(d) as the owner of the vehicle in respect of all fine and court costs

(i) for any fixed penalty offence (which may be committed in respect to that vehicle) under Local Government or Road Traffic Acts, and

(ii) for any excess charge which may be incurred in pursuance of any order under any Local Government or Road Traffic Acts,

assessed against the vehicle renter, authorised drivers or Lessor until the vehicle is returned except where caused through fault of lessor.

(e) Lessor costs including reasonable legal fees where permitted by law, incurred collecting payment due from renter hereunder: and

(f) Lessor's costs (including management expenses) of repairing collision or upset damage howsoever caused to the vehicle and in the event that the vehicle is written off or stolen lessor's replacement costs (including management expenses); Lessor's cost replacing or repairing the radio, radio accessories, upholstery and any other equipment lost, stolen or damaged plus in each loss of revenue at the daily rate shown overleaf based on the lessor's loss of use of the vehicle during such time as the vehicle remains unavailable for rental due to such loss or damage. However if the renter complies with all terms and conditions of this agreement, renters liability for such cost shall (subject to paragraph (g) below);

(i) Be limited to a non-waivable excess to the amount indicated overleaf in respect of damage or write off (other than by theft or attempted theft) if renter has purchased in advance Collision Damage Waiver as confirmed overleaf by his/her initials beside the "ACCEPT".

(ii) be limited to a non waivable excess to the amount indicated overleaf where Super Damage Waiver (SDW) is purchased in advance, as confirmed overleaf by his/her initial beside "ACCEPT".

(iii) be limited to the amount indicated overleaf where Theft Protection Waiver is purchased in advance as confirmed overleaf by his/her initials beside "ACCEPT".

(g) the cost of repair or the written off value, whichever is the less, of damage to any vehicle

(i) which exceed 1.8 metres in height where the damage is caused by the vehicle striking an overhead or low structural object even though the renter may have complied with all the terms and conditions of this agreement and have purchased Collision Damage Waiver.

(ii) where loss to the lessor occurs resulting directly or indirectly from the vehicle being brought or driven on to or nearby any strand, beach, seafront, lake, pond, canal, river, water way or flood area and/or the vehicle being wholly or partially submerged in water, sand, mud, bog or any place either public or private in which the vehicle should subside or be rendered incapable of propulsion under its own power even though the renter may have complied with all terms of this agreement and have purchased collision damage reduction.

(h) All costs from any claims howsoever arising under 3 (f) above.

(i) the cost of fuel consumed during the rental together with any refuelling charge currently operated by the Lessor.

(j) the Collision Damage Waiver and Super Damage Waiver where purchased do not cover losses arising from missing spare wheels and jacks for which the renter remains fully liable in the event of their loss during the rental period

(k) value added tax and all other taxes (if any) payable on the aforesaid items.

5. That renter and any authorised operator, as prescribed in paragraph 3(g) preceding, participates as an insurance under a third party automobile insurance policy, a copy of which is available for inspection by the renter at the headquarters office of the Lessor. The renter acknowledges and accepts that the lessor shall be liable for the cost of the aforementioned insurance policy as a separate supply under the terms of this contract. Said policy contains public liability and property damage cover within the limits legally required in the Republic of Ireland, Northern Ireland and the United Kingdom. Renter is bound by and agrees to the terms and conditions thereof, it being understood by the renter that the policy is a standard motor vehicle policy in the country where the vehicle is registered, driver is not covered for personal injury under the above policy. Renter agrees further to protect the interest of Lessor and its insurance policy in case of accident during the rental by;

(a) obtaining names and addresses of parties involved and of witnesses,

(b) not admitting liability or guilt, or giving or promising monies to parties involved,

(c) not abandoning the vehicle without adequate provision for safe guarding and securing same,

(d) calling nearest Lessors office by telephone within 24 hours even in case of slight damage: further completing the Lessor's accident report, including diagrams as required; and,

(e) notifying the policy immediately if any other party's guilt has to be ascertained or if persons are injured.

6. Where the renter provides his/her own insurance as indicated by his/her initials in the "ACCEPT" space overleaf the following provisions shall apply, and renter agrees

(a) to insure the vehicle (including any additional or replacement vehicle) which may be provided under this agreement on the basis with a first class insurance company approved by Lessor to the full replacement value thereof to Lessor.

(b) to maintain such insurance cover throughout the duration of the rental and any extension thereof and ensure that Lessor's name is endorsed on the policy as the owner of the vehicle.

(c) to comply with the terms and condition of the insurance policy and pay to Lessor any excess in the event of a claim.

(d) that in the event of the insurers withholding or refusing indemnity to indemnify Lessor in respect of any loss or damage to the vehicle and all claims from third parties which may arise.

(e) that if any claim is made against the insurers, allow Lessor to conduct any negotiations and effect any settlement with insurers and agree to abide by any settlement or arrangement with the insurers by Lessor. Any monies payable by the insurers shall be paid to Lessor or as lessor shall direct.

(f) that rental terms and conditions 3 and 5 (excepting sub paragraphs c, d, and e)

are cancelled.

7. That should renter accept the terms and conditions of the open personal accident insurance policy arranged by lessor with its insurance company for the account of its client, and shall purchase same by initialling the "ACCEPT" space overleaf, he/she shall obtain cover under terms described in brochure obtainable from rental office.

8. The renter hereby releases and indemnifies Lessor from and against any liability for loss or damage to any property (including costs relating thereto) left, stored or transported by renter or any other person in or upon the vehicle before or after return of the vehicle to the lessor. The renter will at all times ensure that when the vehicle is left unattended it is locked and any security device fitted or supplied with the vehicle is set and used. Renter is responsible for the safekeeping of the vehicles keys and will incur a charge for loss of same.

9. That Lessor whilst taking all precaution and using its best efforts to prevent such happening shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the vehicle or any consequential loss or damage. Renter shall always lock the vehicle when not in use.

10. That in the event of any breach by renter of any of the terms and conditions hereof Lessor may without notice repossess the vehicle and for such purpose may enter upon premises where the vehicle may be and remove same and renter shall be responsible for and indemnify Lessor against all actions, claims, costs and damages consequent upon or arising from such repossession and removal.

11. The Renter is responsible for all charges, even if he has asked someone else to be responsible for them. If it is Renter's intention to pay by credit card or charge card then the Renter's signature overleaf shall constitute authority for Irish Car Rentals Ltd. to compute and debit the final total charges against the Renter's account with it's specified card issuing organisation, including charges due as a result of theft of, or damage to, the vehicle and any fines and court costs for parking, speeding and traffic offences as described in Clause 4 (d).

Where the Renter elects that any charges under this Agreement are billed in a currency other than euro (or payment is tendered in any other currency), the rate of exchange used for any currency conversion shall be determined by Irish Car Rentals Ltd. in accordance with its standard practice, including Irish Car Rentals Ltd. standard handling charge.

12. The renter agrees that the data shown overleaf may be stored, processed and transmitted electronically by lessor and by any subsidiary Licensee or affiliate of Irish Car Rentals Ltd, its subsidiaries and affiliates.

13. That any addition or alteration to these terms and condition shall be null and void unless agreed upon in writing by the parties.

14. That in addition renter shall be bound by these terms and conditions in relation to any extension of the rental period agreed by Lessor or in respect of any replacement vehicle rented in lieu of vehicle.

15. That the vehicle shall not be operated at a speed in excess of the national speed limits in the Republic of Ireland, Northern Ireland and the United Kingdom.

16. That this agreement be construed in accordance with the laws of Republic of Ireland where the Lessor's head offices are located. The courts located at the place of Lessor's head offices shall have exclusive jurisdiction.

17. That renter acknowledges receiving a copy of this contract.