

## TERMS AND CONDITIONS

Ryan's Investments t/a Hertz Rent A Car (for rentals commencing in the Republic of Ireland) and Ryan's Investments (N.I.) Limited t/a Hertz Rent A Car (for rentals commencing in Northern Ireland) (referred to as "Hertz" or "our" or "we" or "us") rents the vehicle (including any replacement vehicle) to you subject to this Rental Record, which incorporates these terms and conditions and the information contained on the Rental Record that you have signed and on the Rental Wallet and by signing you accept them and confirm that you will strictly comply with them.

### 1. DELIVERY, RETURN & UPKEEP OF VEHICLE

- 1.1 We will supply the vehicle to you in good overall and operating condition and without apparent defects complete with all documents, parts and accessories.
- 1.2 You agree that you will return it to us in that same condition, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Record.
- 1.3 If you return the vehicle outside of the operating hours of the designated Hertz return location, you must comply with the out of hours return instructions for that location, in which case you will remain fully responsible for the vehicle until the location re-opens or business and the vehicle is checked in by us.
- 1.4 If we have agreed that you may return the vehicle to a place other than a Hertz rental location, or if we have agreed to collect it, you will remain fully responsible for the vehicle until it is collected by us.
- 1.5 Return of the vehicle to an unauthorised location will incur a charge of €200/£140 in addition to notified drop-off charge.
- 1.6 We can take back the vehicle at any time without telling you and at your expense if you are in breach of this Rental Record.
- 1.7 You must obtain Hertz prior consent to any extension of the rental
- 1.8 You are responsible for all proper and normal maintenance and upkeep and for all roadside repairs to the vehicle during the rental including punctures, replacement of tyres and road wheels, routine maintenance and expenses and breakdowns caused by your negligence or default. If you continue to drive the vehicle after becoming aware of mechanical fault which necessitates repair, you shall do so at your own risk and in breach of this Rental Record and Hertz shall be under no liability for any loss, damage, injury or costs attributable or incidental to such breakdown. No one may service or repair the vehicle without our express permission.
- 1.9 It is your responsibility to fully inspect the vehicle prior to leaving the rental location. By accepting the vehicle you confirm that the rental vehicle is in the condition indicated on the Pre-Inspection Form and you accept liability for any further damage to or loss of the vehicle, howsoever occurring.
- 1.10 You remain fully responsible for the vehicle until it is checked in by a Hertz representative.

### 2. WHO MAY DRIVE THE VEHICLE

- 2.1 The vehicle must only be driven by you or any other person who has first been authorised by Hertz and added to the Rental Record and you agree that you will not allow anyone to drive the vehicle, including yourself:-
  - 2.1.1 who does not fulfil our minimum rental requirements regarding age and possession of a valid driving licence or,
  - 2.1.2 who is over-tired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

### 3. YOUR RESPONSIBILITY

- 3.1 Subject only to 3.2, 3.3, 3.4 and 3.5, in the event of damage to, or loss or theft of the vehicle, howsoever occurring, its parts or accessories while on rental, you must pay us on demand the amount of all costs and losses incurred by us including but not limited to the cost of repairs, loss in value, loss of rental income, recovery charges and towing and storage charges.
- 3.2 Provided that you comply with all the terms of this Rental Record and provided that the loss or damage is not caused intentionally, or by the gross negligence of you or any authorised driver, or by any unauthorised driver then your liability may be limited as follows:
  - 3.3 If you accept the optional Collision Damage Waiver (CDW) by paying the daily premium specified, your liability for loss of or damage to the vehicle, its parts and accessories (other than caused by theft), is limited to the amount of the non-waivable and non-refundable excess, stated on the rental record. You agree that we may debit your credit or charge card the full excess pending assessment of the actual cost of repairs.
  - 3.4 If you accept the optional Theft Protection (TP) by paying the daily premium specified, your liability for loss or damage to the vehicle, its parts or accessories as a result of attempted theft or vandalism is limited to the amount of the non-waivable and non-refundable excess stated on the Rental Record.
  - 3.5 If you accept Super Cover (SC) by paying the daily premium specified your liability for the non-waivable and non-refundable excess in relation to CDW and TP will be reduced or eliminated depending on the rules applying to SC from time to time. SC does not cover wheels, tyres, fuel contamination or keys. In the event of the authorised driver being involved in an accident we reserve the right to remove SC and apply Collision Damage waiver (CDW) to the remainder of your rental and rules pertaining to CDW will apply thereafter.
  - 3.6 You are fully responsible for the following damage/charges:
    - 3.6.1 damage to the vehicle clutch assembly which is determined to be caused by driver error and/or misuse,
    - 3.6.2 damage to the vehicle as a result of driving through flood water and/or water damage,
    - 3.6.3 damage caused to the vehicles engine and/or components caused by gross negligence,

- 3.6.4 damaged caused during the recovery/collection of a vehicle following an incident,
- 3.6.5 damage incurred as a result of contaminated/incorrect fuel, notwithstanding the vehicle may have been checked-in by us,
- 3.6.6 damage sustained by the vehicle being driven off-road,
- 3.6.7 damage caused by striking overhead, overhanging or protruding objects,
- 3.6.8 never lost GPS is not covered by car rental insurance, if lost or stolen you are liable for full replacement value of the unit.
- 3.6.9 Call-out charges in the event of Emergency Roadside Assistance being required,
- 3.6.10 Recovery charges by specialist recovery vehicle,
- 3.6.11 Recovery/breakdown charges arising out of the vehicle being involved in an accident, such charges are not covered by SC, CDW or any other waiver.
- 3.7 You are fully responsible for any restoration charges and loss of rental income if the vehicle is seized by Customs and Excise.
- 3.8 If the renter makes any claim under this Rental Record, or seeks to rely on either Hertz policy of insurance, or SC, CDW, TP or DBP Insurances, which is in anyway knowingly misleading or fraudulent, or seeks to obtain benefit or avoid liability under the said policies or protection products by use of misleading or fraudulent means, all benefits under this Rental Record will be forfeited and you will indemnify Hertz for any consequential loss suffered by Hertz herein.
  - 3.8.1 You agree that we may debit your credit or charge card with the above amounts and that we may charge you the actual costs of repairs.
  - 3.8.2 Any adjustments or partial refunds of your liability amount will be refunded in Euros and we shall not be liable for any shortfalls resulting from fluctuating exchange rates.

#### **4. OUR RESPONSIBILITY**

- 4.1 Subject to paragraph 4.2, we shall not be liable to you or any third party for any loss or damage arising out of the rental other than as a result of our negligence or wilful misconduct or any other breach by us of this Rental Record. We shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits.
- 4.2 Nothing in paragraph 4.1 shall exclude or restrict our liability for death or personal injury resulting from our acts or omissions or any other liability, which cannot be excluded as a matter of law.

#### **5. CHARGES**

- 5.1 All charges stated on the Rental Record reflect your use of the vehicle and as agreed between us at the start of your rental and include the basic rental charges, the charges for any optional or ancillary services chosen by you and any applicable taxes at the prevailing rate.
- 5.2 The basic rental charge is made for a minimum of one rental day (a rental day consists of a 24-hour period starting when the rental begins) and unless otherwise agreed, includes a charge for compulsory third party insurance and, if applicable, a Vehicle Licence Fee (which passes on your share of any compulsory charges we incur for keeping the vehicle on the road). A Location Service Charge may be made to reflect the higher cost of renting from certain locations.
- 5.3 In the event of late return of the vehicle exceeding 29 minutes, we reserve the right to make an additional daily charge at the relevant daily rate, including charges for the options taken, for every day or part of a day the vehicle is overdue.
- 5.4 Other charges that may apply are:
  - 5.4.1 Any charge for damage outlined in clause 3 including the non-waivable amount. A loss of revenue charge may be levied, based upon our tariff daily rate.
  - 5.4.2 A refuelling/service charge if you return the vehicle with less than a full tank of petrol, unless you take the Fuel Purchase Option at the time of rental,
  - 5.4.3 Applicable taxes at the prevailing rate.
  - 5.4.4 A daily upgrade charge, which is in addition to the daily rate, where you request an upgrade from the vehicle originally reserved.
  - 5.4.5 An extra driver charge where you request one or more drivers to be authorised to drive the vehicle specified on this record.
  - 5.4.6 An administration charge in the event that the rental documents should not be returned to Hertz staff at the end of rental.
  - 5.4.7 A rectification charge where the vehicle is returned with the interior in an excessively dirty condition.
  - 5.4.8 One-way drop charge.
  - 5.4.9 Delivery and Collection charge.
  - 5.4.10 A charge up to €1500/£1000 will be made for the removal of vehicle seating or covering.
  - 5.4.11 A charge of €30/£20 will be made for any unnecessary interference with the incident pack stored in the pocket of the rental vehicle,
  - 5.4.12 An administration charge as set out in clause 11 in the event of a failure to report an incident,
  - 5.4.13 An administration charge may apply should the vehicle return damaged.
- 5.5 If you do not pay any part of the charges owing to us under this Rental Record within the time indicated on your statement of account, we reserve the right to charge you interest in addition to the outstanding charges, at a rate of 3% per annum above

the base lending rate from time to time of Bank of Ireland and/or pass the debt to our agents in your country of residence to collect on our behalf.

5.6 Complaints or objections to charges must be brought to our attention no later than 30 days after receipt of final statement of account, otherwise the statement will be conclusive.

5.7 A standard credit/debit card fee will be applicable on all charges paid at the rental counter as stated on the rental record. This fee can be waived on return of the vehicle by using an alternative form of payment.

5.8 All charges are subject to final determination after the rental. You authorise us in advance to debit any charges pursuant to this Rental Record from your credit or charge card account including our reasonable legal costs of recovering the charges.

## **6. CURRENCY CONVERSION CHARGE**

We may arrange for your rental charges to be converted by our processing bank from the currency of the country of rental to the currency in which your card is issued. The bank will use a commercial daily rate of exchange provided by a reputable foreign exchange dealer for the day we bill the charges to your account and will charge an administration fee of up to 2.75% of the transaction. This fee will replace the currency conversion administration charge usually made by your card Issuer. By signing the declaration on the Rental Record, you agree to us arranging the conversion and to payment of the administration fee. If you do not agree, you may opt to have the conversion made by your card Issuer.

## **7. TRAFFIC FINES / TOLL CHARGES**

7.1 You are fully responsible for all fines and any consequences of the violation of traffic and parking prohibitions during the rental. Where Hertz is required to pay such fines, you agree that we may debit your credit or charge card during the rental or after the return of the vehicle with the amount of any fine plus an administration charge. We shall, upon request, supply you with a copy of the traffic violation notice.

7.2 The M50 Motorway has no toll barrier or cash payment facility available. Hertz has established account facilities with the toll operator and will pay the toll charge on your behalf. Hertz will apply the toll charge plus a handling fee to your rental. The charge will be applied after your rental has terminated.

## **8. INDEMNITY**

To the extent allowed by law, you agree to indemnify us against any claims in connection with the operation of the vehicle, any damage suffered by you, including without limitation the fines and other consequences referred to in clause 7 above, or any matters which you are responsible. To the extent allowed by law we expressly disclaim any liability for damage or loss of any kind suffered by you or any third party unless we are at fault.

## **9. CONDITIONS OF USE**

9.1. You must look after the vehicle, making sure it is locked and secure when not in use and parked in a secure place; use the correct fuel; and set and use any security device fitted. You must remove and keep in a safe place any removable radio and/or radio faceplate when the vehicle is unoccupied. You must use seatbelts, child seats or other child restraints as appropriate.

9.2 You must not use or allow the vehicle to be used;

9.2.1 To carry any passengers or cargo for hire or reward;

9.2.2 to propel or tow any vehicle, trailer or object;

9.2.3 to take part in any race, rally test or other contest;

9.2.4 in contravention of any traffic regulations (note that committing any traffic offence is a breach of these terms and conditions);

9.2.5 for sub-renting;

9.2.6 to drive or to be driven in restricted areas, including in particular on airport runways, airport service roads and associated areas.

9.2.7 for the carriage of a greater number of passengers than the number for which the vehicle is constructed to accommodate;

9.2.8 pledged for security for debt or otherwise;

9.2.9 for giving driving tuition;

9.2.10 for any illegal purpose,

9.2.11 for carrying any object or substance, which because of its condition or its smell, may harm the vehicle or prevent or delay our ability to rent it again.

9.3. Breaking of the above conditions will result in SC, CDW, TP and DBP insurances being void.

9.4. Vehicles may only be used in the Republic of Ireland and/or Northern Ireland and must not, under any circumstances be taken or driven elsewhere without the prior consent of Hertz.

## **10. INSURANCE**

10.1 We provide insurance coverage for persons using the vehicle with our permission (and not otherwise) in accordance with an automobile liability insurance policy a copy of which is available on request. This policy meets all legal requirements and

protects the owner and/or any authorised driver of the vehicle against legal claims from third parties for personal injury or material damage caused by use of the vehicle. The conditions of the insurance contract, including any territorial restrictions, are incorporated as an integral part of this Rental Record.

- 10.2 If you provide your own insurance you warrant and agree that it covers the vehicle for at least all third party liabilities. If you do not accept SC, CDW and/or TP insurances you warrant and agree that either your own policy comprehensively insures the vehicle and/or that you will indemnify us for any loss, damage, excess, expenses and legal or other costs which we may suffer. You authorise us to negotiate and agree any settlement direct with your insurers and you agree that any monies in respect of vehicle loss or damage will be paid direct to us or to our order.
- 10.3 In the event that any third party suffers death, personal injury or damage to property caused by the use of the vehicle which involves a breach by you, or by any unauthorised driver of any of the terms and conditions of this Rental Record, you agree to reimburse us if we are obliged to compensate the insurers for any payment they make to a third party on your behalf and/or any third party.
- 10.4 You can accept Collision Damage Waiver (CDW), Super Cover (SC), Theft Protection (TP) Insurance by initialling the space provided on the Rental Record and paying the applicable premium. If you have taken any of the above benefits, in addition to the attached terms and conditions, there are standard insurance policy terms and conditions that will apply. A summary of cover is available. In the first instance all claims are to be reported to us (Hertz) see condition 11 – Accidents. Hertz reserve the right to outsource your claim to a third party claims handling company – details will be supplied if applicable. The insurance is underwritten by Amlin UK Limited, St. Helen's, 1 Undershaft, London EC3A 8ND. Amlin UK Limited is a wholly owned and Appointed Representative of Amlin Underwriting Limited who are authorised and regulated by the Financial Conduct Authority and The Prudential Regulation Authority.

## **11. ACCIDENTS**

- 11.1 You must report any traffic accident, loss, damage or theft to us immediately and to the Police. You must not admit liability or guilt in the event of an accident. You must obtain details of other vehicles involved (registration numbers, owners, drivers, insurers and policy numbers and of all witnesses names, addresses and telephone numbers). An accident report or theft report must always be completed and submitted to us (including a second one, if requested). If you do not comply with this request, SC, CDW and/or TP. Insurances will be void. You will agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings. Failure to submit an incident damage form to us within 7 days from the date of the accident will incur an administration charge of 200/£140
- 11.2 An Accident Pack is provided in the glove box of each vehicle for use in the event of an accident. Instructions for the use of the accident pack are contained within the sealed pack. A penalty will apply for its misuse. Any photograph(s) taken with the supplied accident pack camera are the property of Hertz Rent A Car. A Hertz Accident Report Form must be completed even if there is no damage to the Hertz vehicle.

## **12. DRIVER AND BAGGAGE PROTECTION INSURANCE**

You can accept Driver and Baggage Protection (DBP) insurance by initialling the space provided on the Rental Record and paying the applicable premium. The terms and conditions applying to Driver and Baggage Protection are per the Certificate issued. By accepting Driver and Baggage Protection, you agree to the terms and conditions of the policy. A summary of the cover provided is set out in a leaflet "Make Sure You're Covered" which is available from each rental location. Cover provided by DBP ceases and does not cover items left in vehicle on termination of rental. The DBP Insurance is underwritten by AmTrust Europe Limited, Market Square House, St. James's Street, Nottingham NG1 6FG. AmTrust Europe Limited are authorised and regulated by The Financial Conduct Authority and The Prudential Regulation Authority.

## **13. PERSONAL PROPERTY**

We are not liable to you or any passenger for loss or damage to property left in the vehicle either during the period of hire or thereafter. Such property is entirely at your own risk, unless covered by Driver and Baggage Protection Insurance as set out above.

## **14. REFUELLING SERVICE CHARGE**

- 14.1 The rental vehicle will be supplied to you with a full tank of fuel. If you return the vehicle with less than a full tank of fuel, a refuelling service charge will be payable by you for the fuel and the service of refuelling at the applicable rate specified on the Rental Record.
- 14.2 However, if you take out the Fuel Purchase Option (FPO) and purchase a full tank of fuel at the start of the rental, there will be no refuelling service charge on return of the vehicle (although you will not receive any credit for the fuel remaining either). Instead, you will pay the amount indicated on the Rental Record for the fuel you purchase.

## **15. PERSONAL DATA**

You consent to the computer storage and processing of your personal data by us in connection with this Rental Record and to the transmission of this data among the Hertz group companies and its business partners within the Car Rental Council of Ireland for the purpose of our legitimate interests including statistical analysis, marketing of our services, credit control and fraud investigation / prevention. If you breach this agreement your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

**16. RESERVATION**

Hertz expressly reserve the right to refuse to supply a vehicle and shall be under no liability to compensate or indemnify you for any expense or consequential loss or damage whatsoever.

**17. DEPOSIT**

If you have left a deposit with us prior to rental, this will not be refunded until we are satisfied that the vehicle has been returned as outlined in condition 1 above. In addition to consequences for breach of this agreement already mentioned, your deposit may also be forfeited.

**18. LAW AND JURISDICTION**

We aim to resolve all disputes amicably. If this is not possible, the law of the country where you signed this Rental Record will apply and the courts of that country will have jurisdiction unless Hertz elects otherwise.

**19. INTERPRETATION**

If any provision of this Rental Record shall be held to be invalid, illegal or unenforceable (in whole or in part) under applicable law, such provision or part shall to that extent be deemed not to form part of this Rental Record but the remainder of this Rental Record shall continue in full force and effect.

**20. E-SIGNATURE**

By providing your electronic signature (e-signature) on any Hertz Application (App) and/or electronic device you agree to all terms and conditions of rental as set out herewith.