



## TERMS AND CONDITIONS OF HIRE

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**We are Executive Trust Limited, trading as Europcar Ireland under the brands "Europcar", "Keddy", "CarHire.ie", "IrishCarRental", and "GoCar by Europcar"; a private limited company registered in the Republic of Ireland under company number 22423. Our registered office is at 35 Northwood Court, Northwood Business Park, Santry, Dublin 9, Ireland.**

We are referred to as "Europcar", "we", "us" and "our" in these Terms and Conditions of Hire (the 'T&Cs'), in accordance with which we will have the following obligations:

- A. to rent a Vehicle (either a car or a van which will be the same as or similar to the vehicle that you specify in your booking), plus any requested accessories (general accessories which form part of the Vehicle, such as, for example, locking wheel nuts, parcel shelves and boot covers, and items added to the Vehicle by us, such as booster cushions, child seats and satellite navigation units) to you (being the person named in the Rental Agreement (as defined below) for the period of time that is specified in the Rental Agreement and which shall not exceed: (i) 35 days for Europcar and Keddy bookings; or (ii) 84 days for CarHire or IrishCarRental bookings (the "Hire Period").
- B. to provide certain ancillary services with all of our rentals and to offer you other ancillary services or products which are available at an extra cost.

The relationship between you and Europcar is governed by these T&Cs together with the following documents which, once you have signed the Rental Agreement, will form a legally binding contract between us and will govern your use of the Vehicle during the Hire Period:

- i. the booking confirmation email (where you have pre booked your rental online or through our reservation centres);
- ii. the Rental Agreement including, if applicable, its specific conditions, which is the document you sign at the time of check-out or the first day of rental;
- iii. the Tariff Guide to additional costs;
- iv. the Light Damage Charges Schedule;
- v. the Privacy Policy;

together the 'Contract'.

In case of any conflict between any of the documents comprising the Contract then these T&Cs will take priority.

You will also comply with all applicable laws, statutes and regulations from time to time in force.

If you are a company or other organisation for which a credit account has been opened, the contractual documents forming the Contract between us must be read in conjunction with any corporate agreement that may exist between the parties. In the event of any inconsistencies, the provisions of the corporate agreement will prevail.

If any provisions, or part of a provision, contained in these T&Cs and/or any of the contractual documents listed above are found by any court or relevant authority to be unlawful, invalid or unenforceable, the remaining provisions, or part of that provision, shall not be affected and will remain in full force and effect.

## 1. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

These T&Cs will apply to:

- 1.1. you because you are the person who is paying for the rental and any associated costs and you may also be a driver;
- 1.2. any other driver who is expressly named on the Rental Agreement and who is therefore authorised to drive the Vehicle;
- 1.3. a driver (a "Referred Driver") named on a Rental Agreement that records the hirer's name as an insurer, bodyshop, dealership or recovery agency (e.g. the RAC or AA or similar).

## 2. WHO CAN RENT AND WHO CAN DRIVE?

### 2.1. Who can rent?

Any person who:

- 2.1.1. is legally capable of entering into a legally binding contract and is prepared to accept responsibility for the Vehicle throughout the Hire Period; **and**
- 2.1.2. has the means to pay for the hire of the Vehicle and any associated costs that will be accepted by us (see table below); **and**

Payment method	
Cash	Not Accepted
Cheques	Not Accepted
Credit Cards	Accepted
Debit Cards	Accepted**
Accredited, prepaid or preloaded cards	Not Accepted
Hire Vouchers	Accepted

\*\* Debit cards will only be accepted if either (i) a credit card is also provided to cover the excess; or (ii) the customer purchases our Partial Cover product, which reduces the excess to €250.

**Please note that all payment cards must be provided in physical hard copy format and will need to be authorised using Chip and Pin. Digital or electronic versions, such as Apple Pay, Google Pay or Samsung Pay, are not acceptable.**

- 2.1.3. provides valid identification documents as indicated in the table below so that we can verify their identity and approve them for rental.

Documents Required	
ID	Where requested

Passport	Where requested
Driving Licence	Mandatory
For ROI residents only – a Utility Bill or Bank Statement that shows your home address	See details below regarding verifying your identity below

## 2.2. Verifying and approving you for rental:

2.2.1. **If you live in the ROI:** before we can let you hire a Vehicle from us, in addition to checking your photographic ID (i.e. driving licence or passport), we may need to verify your identity and home address, and may therefore need you to provide up to two (2) paper-based proof of identity documents (such as a utility bill or bank statement that shows your home address as per your licence) that is less than 3 months old on the date you pick up the Vehicle from us. If you have moved home address in the last 3 months then we may require up to three (3) paper-based proof of identity documents. It may be helpful to have such documentation with you, just in case we need this paper-based proof of identity. If you can't provide such documents when we ask you for them we won't be able to hire a Vehicle to you.

2.2.2. **If you live outside the island of Ireland:** when you collect your Vehicle, in addition to photographic ID (ID card or passport), we will ask to see proof of return flights or alternative return travel arrangements and contact details within the ROI. We may also request proof of your home address outside the island of Ireland. If you can't provide such documents when we ask you for them we won't be able to hire a Vehicle to you.

2.2.3 **Wherever you live (whether ROI or non-ROI),** before we can hire a Vehicle to you we may have to verify that you are not recorded on any applicable Sanction List.

## 2.3. Who can drive the vehicle? (the "Driver")

The Driver of a Vehicle will be any person who is deemed by us to be authorised to drive the Vehicle because they comply with all of the following requirements:

- 2.3.1. they are expressly mentioned and fully identified on the Rental Agreement as either the hirer or an additional driver or a Referred Driver;
- 2.3.2. they have provided a valid driving licence and a valid identification document according to the requirements of section 2.2 above; and
- 2.3.3. they hold a full and valid driving licence:
  - 2.3.3.1. must have held a full and valid driving licence for a minimum of 24 months and confirms that the following endorsement restrictions are complied with:

Driving Licence Endorsements	Acceptable?
Any licence with <b>two or more</b> periods of disqualification	Not Acceptable
Stealing or attempting to steal a vehicle	Not Acceptable
Going equipped for stealing or taking a motor vehicle	Not Acceptable
Causing death or serious injury by driving while disqualified, unlicensed or uninsured	Acceptable <b>after 4 years</b> from date of offence
Causing death through careless driving when unfit through drink or drugs	Acceptable <b>after 5 years</b> from date of offence

Causing death by careless or inconsiderate driving	Acceptable <b>after 4 years</b> from date of offence
Dangerous or reckless driving	Acceptable <b>after 4 years</b> from date of offence
Causing death or serious injury by dangerous or reckless driving	Acceptable <b>after 4 years</b> from date of offence
Driving or attempting to drive under the influence of drugs or alcohol	Acceptable <b>after 3 years</b> from date of offence Only one endorsement allowed
Failing to provide specimen for breath or blood test	Acceptable <b>after 3 years</b> from date of offence
Using a vehicle uninsured against third party risks	Disqualification - Acceptable <b>after 4 years</b> from date of offence No Disqualification - Acceptable

2.3.3.2. NON-EU/EEA driving licences cannot be accepted if the holder has been resident in Ireland for more than 12 months.

2.3.3.3 Holders of driving licences issued by the UK, the USA, Canada, Australia or an EU member state are **NOT** required to provide an international driving permit (IDP). IDPs **MUST** be accompanied by the original domestic driving licence. An IDP presented without the domestic licence will not be accepted.

2.3.3.4 We do not accept digital driving licences.

2.3.3.5 If a Non-Republic of Ireland driving licence is utilised to hire a vehicle, then the vehicle must not be driven utilising a provisional Republic of Ireland driving licence at any time.

2.3.4. The minimum age to drive our vehicles is 22 years of age, save as follows:

Age	Vehicle Group
<b>22</b>	Cars: Mini / Economy / Compact / Intermediate
<b>28</b>	Cars: Full size / Premium / Luxury /Standard Minivan
<b>27</b>	Vans

2.3.5 Each Driver (including each of the hirer, additional driver and Referred Driver) under 26 years of age (*drivers aged 22, 23, 24 and 25*) will be charged the daily Young Driver Surcharge (as set out in the Tariff Guide) on a per Driver basis. Drivers under 26 years of age will not be entitled to benefit from our Premium Protection product.

**You are (i) responsible for bringing the terms of this Rental Agreement to the attention of any additional drivers; and (ii) liable for any costs, charges and damage that arises not only as a result of your own actions, but also those of any additional drivers and anyone you knowingly, negligently or recklessly allow to drive the Vehicle.**

## 2.4. Who cannot drive the Vehicle? (an 'unauthorised driver')

2.4.1. Any person that is not expressly mentioned or identified on the Rental Agreement as a Driver (see section 2.3 above).

2.4.2. Any person who cannot provide valid identification documents as indicated in sections 2.1.3 and 2.2 and 2.3 above.

2.4.3. An unauthorised driver will not be covered by any of the insurance or protection products we offer.

2.4.4. If you allow an unauthorised driver to drive the Vehicle then you are considered to be in breach of the Contract and you will be responsible for any consequences that may arise as a result. This will include paying the sums set out in section 12 below.

2.5 We expressly reserve the right to refuse to supply a vehicle where we reasonably believe there is either fraud taking place or that you intend to breach these terms and conditions. Such refusal may take place even where the Rental Agreement has been signed and the Hire Charges and/or Deposit paid by the Renter. In such an event we shall be under no liability to compensate or indemnify the renter for any expenses or consequential loss or damage. In the event of us refusing to supply a vehicle, all deposits and hire charges shall be refunded to the renter within 24 hours of such notification, except in the event of damage.

### 3. WHERE CAN I DRIVE A VEHICLE?

3.1. You must not take our Vehicle (nor permit the Vehicle to be taken) outside the Island of Ireland (the "Territory").

3.2 All Vehicles retained on our fleet are fitted with electronic devices which tell us if a Vehicle has crossed the border from the Republic of Ireland into Northern Ireland. The Cross Border Travel charge applies if you are visiting Northern Ireland from the Republic of Ireland. An additional One Way to Northern Ireland charge will also apply for any one way rentals into Northern Ireland.

3.2. If, during your Hire Period, the electronic device confirms that you have driven the Vehicle outside the Territory then we will let you know by email or text that the device has alerted us to your departure from the Territory. We reserve the right to charge you an International Travel Charge per day that the Vehicle remains outside the Territory, plus the International Travel Administration Fee (please see Tariff Guide for details).

3.3 If you do take a Vehicle out of the Territory, you are responsible for ensuring the Vehicle has the correct equipment to comply with local driving regulations in the country(ies) that you intend to drive in or through. You will be responsible for any loss of, and/or damage to the Vehicle caused by any modification required to comply with local driving regulations.

**You must comply with all road traffic regulations in the country(ies) where you drive the Vehicle. You must also ensure that the Vehicle you are driving complies with the local legislation for each country that you may drive in or through.**

### 4. WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent either a passenger car or a van and you must drive the Vehicle in accordance section 5.

### 5. WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Vehicle from us both you and/or any Driver or Referred Driver (each of whom, for the purposes of this section, will be included in the term 'you') must comply with the following obligations:

5.1. Return the Vehicle and its keys, accessories and documentation to us:

5.1.1. at the return station identified in the Rental Agreement;

5.1.2. by the expiry time and on the date specified on the Rental Agreement, noting that we allow you a grace period of 59 minutes after the expiry time and date (please see sections 5.12 and 11.1.5 below); and

5.1.3. in the condition that we provided them to you at the start of the Hire Period, subject to any fair wear and tear. For a definition of fair wear and tear, please refer to our 'Fair Wear and Tear Policy' which can be found on <https://www.europcar.ie/en-ie/p/legal-information/fair-wear-and-tear> ; and

5.1.4. with a full tank of fuel, unless you have purchased our 'Prepaid Fuel Option'.

If you do not return the Vehicle as stipulated in this section 5.1 then we will take all necessary measures outlined in these T&Cs and, in particular, in section 11 (*What will happen when I return the Vehicle?*).

5.2. Never drive the Vehicle outside the Territory.

5.3. Drive the Vehicle in accordance with all applicable road traffic laws and regulations and ensure that you are familiar with all relevant local laws and driving regulations.

5.4. Ensure that only luggage and goods that can be safely fitted and transported within the Vehicle are transported in the Vehicle, and further ensure that all such luggage and goods are secured to the extent they will not cause damage to the Vehicle or cause risk to any passengers, third parties or to any third party Property. Failure to adhere to this clause will constitute a breach of these terms and conditions and will invalidate any protection product procured.

5.5. Treat the Vehicle with due care and respect and make sure that it is always locked and protected by its anti-theft devices when it is parked or left unattended. Keep the keys in your possession at all times. Do not leave them at a property with the Vehicle or give them to anyone who is not an authorised Driver of the Vehicle or anyone who we have not approved.

5.6. Never drive the Vehicle whilst you are under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair your driving ability.

5.7. Not fit any roof, bike rack, tow bar or electronic devices or cables, nor allow anyone else to do so. If these are already fitted you must not (nor allow anyone to) modify them. You must not fit winter tyres (nor allow anyone to do so) or make any other modifications to the Vehicle without our prior written consent. You will be responsible (even if we give consent) for any damage caused by the fitting of winter tyres or subsequent exchange to normal tyres or for any other modification.

5.8. Not smoke or use e-cigarettes in the Vehicle nor allow anybody else to do so. If we reasonably think that smoking or using e-cigarettes has happened in the Vehicle, you must pay our valet charge or, depending on the overall condition of the Vehicle when it is permanently returned to us, our special cleaning charge. Valet and special cleaning charges are more fully described in section 9.3.2 below (*What are the other fees / charges that I may have to pay?*).

5.9. Refill the Vehicle with the correct type of fuel. If unsuitable fuel is added then you will be responsible for all reasonable expenses incurred by us in the repair of any

damage that may be caused to the Vehicle. If the Vehicle is electric, it must be charged in strict compliance with the Vehicle manufacturer's instructions and any public charge point guidelines. If the charging cables are lost or damaged this will be treated as serious damage in accordance with clause 12.11 below.

5.10. Make routine inspections in respect of the Vehicle condition: for example, oil, water and coolant levels, front and rear windscreen washer fluid and tyre pressures and tread depth and take any preventive actions necessary to keep the Vehicle in good working order.

5.11. All Vehicles must be used for their intended use only. You must not use the Vehicle nor allow the Vehicle to be used:

- 5.11.1. for rehire; neither can you mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its accessories;
- 5.11.2. to carry passengers for hire or reward;
- 5.11.3. to carry more passengers than is recommended by the Vehicle's manufacturer;
- 5.11.4. to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer;
- 5.11.5. for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
- 5.11.6. to transport live animals (with the exception of Assistance Dogs, subject to our prior written consent. Please refer to section 25.1 for full details as to our Animal Policy, depending on the overall condition of the Vehicle when it is permanently returned to us, our valet or special cleaning charge may apply);
- 5.11.7. to give driving lessons or to undertake a driving test;
- 5.11.8. to push or tow another vehicle or trailer (except where the Vehicle you are renting is already fitted with a tow-hook when the maximum load will be 1,000 kilos);
- 5.11.9. on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle or for the Vehicle itself, such as beaches, forest paths and mountains;
- 5.11.10. to cross fords or other areas of water;
- 5.11.11. to intentionally commit an offence;
- 5.11.12. to store or transport domestic waste, depending on the overall condition of the Vehicle when it is permanently returned to us, our valet or special cleaning charge may apply together with any costs associated with the removal of such domestic waste; or

5.11.13. for the carriage of goods above the identified weight limit.

5.12. Return the Vehicle and its keys, accessories and documentation to us by the expiry time and date specified in the Rental Agreement and in a condition that complies in all respects with the requirements of section 5.1 above. We allow you a grace period of 59 minutes after the expiry time and date and if you don't return the Vehicle within this period then we will charge you:

5.12.1. the daily charge for each day (or part day) that you keep the Vehicle beyond the expiry time and date specified in the Rental Agreement, plus an Unauthorised Extension Charge (which is set out in the Tariff Guide); and

5.12.2. for damage caused to the Vehicle (if any), as set out in section 12 below, up to the value of the damage excess amount that you agreed at the start of the Hire Period, provided always that you have not done something or failed to do something which compromises or invalidates the insurance and protection provisions (see section 26 below); and

5.12.3. for any missing fuel (if applicable) in accordance with section 18 below.

5.13. **You must not allow any unauthorised driver to drive the Vehicle, which includes you deliberately allowing the unauthorised driver access to the Vehicle or the access being acquired due to your negligence, negligent act or failure to act.**

**If you fail to fulfil any or all of these obligations then, it may cause the insurance and protection provisions (set out in section 26 below) to be compromised and/or invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, loss and/or damage that may arise as a result. In addition, we reserve the right to demand the immediate return of the Vehicle if the contracted and/or optional insurance coverage and complementary services are compromised and/or invalidated.**

## 6. WHAT SERVICES ARE INCLUDED IF I RENT A VEHICLE ONLY?

The following services are included in your rental:

- 6.1 Hire of the vehicle (see section 8).
- 6.2. Roadside assistance due to mechanical faults (see section 14.1).
- 6.3. Initial cleaning of Vehicle.
- 6.4. Our Basic Cover, which includes Collision Damage Waiver ('CDW') and Theft Waiver ('TW') unless section 9.2.1 or 9.2.2 applies to your rental.
- 6.5. Third party liability insurance.
- 6.5. Mileage allowance stated on your Rental Agreement.

## 7. WHAT OTHER SERVICES ARE AVAILABLE THAT ARE NOT INCLUDED IN MY RENTAL?

We do offer the following additional services or products but each one (as detailed in the Tariff Guide and/or Rental Agreement) will be charged in addition to the rental charge:

Child Seat and Booster Cushions
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Additional Driver
One-way Hire
Additional rental days
Other Protection Packages
Out of Hours Collection
Satellite Navigation Units (where available)
Delivery and Collection
Roadside Assistance (RSA)
Vehicle upgrade
Terminal Return

**8. WHAT IS INCLUDED IN THE PRICE I PAY?**

The information you provide to us at the time of booking (such as the duration of the Hire Period or your age or any Driver or Referred Driver's age) will determine the price you pay. Any change to that information could therefore mean that the price changes. The price of your rental will be the price in force at the time of booking or at the time you make any changes to that booking.

The price you will pay comprises the following items:

- 8.1. The daily rental charge for the Vehicle for the agreed number of calendar days. This will include the standard inclusive ancillary services (see section 6 above for details), unless you are a Referred Driver (see section 1.3 above) in which case you will not be responsible for the daily rental charge recorded on the Rental Agreement for the Hire Period (but you will be responsible for the daily rental charge if you extend the Hire Period for your own purposes).
- 8.2. The price of both third party liability insurance and our Basic Cover package which includes collision damage (CDW) and theft (TW) waiver cover, unless you have chosen to either (i) provide your own insurance pursuant to section 9.2.1; or (ii) have purchased a product that excludes collision damage waiver and/or theft waiver covers pursuant to section 9.2.2.
- 8.3. If you haven't purchased any of the excess reduction products that we offer, you will be responsible for paying an amount up to the collision damage waiver excess shown on the Rental Agreement, together with all relevant charges and fees if the Vehicle is damaged or stolen during the Hire Period, whether or not you were at fault (unless section 12.2.3 applies).
- 8.4. Neither of our waiver covers (CDW / TW) nor any of our excess reduction products protect you for:
  - 8.4.1. loss of, or damage to, the Vehicle and/or accessories caused by Driver abuse, negligence or breach of the Contract. However, third party liability cover will still be in force to cover any damage to a third party. In these circumstances, you will be responsible for paying the sums set out in section 12 below in full and your liability will not be capped at the Excess amount; or
  - 8.4.2. the costs incurred by us if the Vehicle is returned to us at the end of the Hire Period in a condition:
    - 8.4.2.1. that requires more than our standard ready for rent clean before it can be supplied to another customer; or

8.4.2.2. where it has been used (or we reasonably believe it has been used) to carry hazardous or raw waste during the Hire Period and you have not properly cleaned it prior to its return or it still contains such hazardous or raw waste; or

8.4.2.3. where it contains material amounts of refuse that requires disposal;

8.4.3. any goods or personal possessions that you carry in a Vehicle (which are carried at your own risk) or which are left in the Vehicle when you return it to us.

8.5. You must comply with all of the terms and conditions of the Contract so that our third party liability insurance and/or collision damage waiver and/or other excess reduction products (whichever apply) are not compromised and/or invalidated. If you do not do so then we and/or any provider of those products (whichever applies) may decline to accept responsibility for any loss of, or damage to, the Vehicle arising during the Hire Period. If cover is declined, you will be liable to pay the sums set out in section 12 below in full and your liability will not be capped at the Excess amount.

8.6. Any other services you have chosen to add at your further cost (see section 7 above).

8.8. Premium Location Surcharge, where relevant (see section 9.4 for further details).

8.9. Value Added Tax.

8.10. Any additional fees or charges that are linked to you personally.

For the avoidance of doubt, the price you pay does not include the cost to us of filling the fuel tank (refuelling) should you be in breach of your obligation (if applicable) to return the Vehicle to us with a full fuel tank (see sections 9.3.2.1 and 18.2.2).

**9. WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?**

**9.1. The Deposit**

9.1.1. In addition to the daily rental charge (that you either prepaid at the booking stage or will pay at the time of pick-up), we will also either (i) pre-authorise if paying by credit card; or (ii) charge if paying by debit card, the full vehicle excess amount as stated on the Rental Agreement. If the excess amount is zero, then the deposit amount taken will be a minimum of 50 euros for pre-paid reservations and zero euros for pay on arrival reservations. This will be taken as a deposit to cover any additional charges that may arise during your use of the Vehicle over the Hire Period.

9.1.2. Please note that the amount taken as a deposit in addition to the rental charges will be the higher of the vehicle excess and the amount stated on your booking confirmation email.

9.1.3 Deposits will be taken as either (i) a pre-authorisation if using a credit card; or (ii) a charge if using a debit card.

9.1.4 For vehicle replacement rentals, the deposit amount will be either 50 euros or 100 euros.

9.1.5 For long term rentals in excess of 28 days, the deposit amount will be equivalent to the value of one month's rental.

9.1.6 For Stand Liable rentals pursuant to clause 9.2.2 the deposit amount will be 5,000 euros.

**9.2. Your Insurance**

**9.2.1. Corporate Fleet Policies and Vehicle Replacement**

#### 9.2.1.1. Corporate Fleet Policies only

9.2.1.1.1. If you have not purchased any of our Protection products (see section 8.2 above and the guide to the Europcar Insurance and Protections provisions under section 26 below) and you are covered by your company's fleet insurance policy then your company is responsible for the cost of such insurance and for any excess that may apply to it. The insurance cover provided under such a fleet policy must be fully comprehensive insurance without restriction or excess (or equivalent) and be effective from the start of your Hire Period (when the Vehicle will be your responsibility) until the earlier time of 8 working hours after the end of the Hire Period or the inspection and permanent return to us of the Vehicle, its keys and any accessories (when responsibility for the Vehicle will pass back to us).

9.2.1.1.2. We reserve the right to ask you for satisfactory proof of your fleet insurance before we let you have a Vehicle. If you become aware of any changes in your fleet insurance cover during the Hire Period you must tell us by notifying our insurance department in writing at our UK address (shown on page 1 of these T&Cs).

9.2.1.1.3. It is your responsibility to ensure that your Fleet insurance complies with these requirements. In the event that any fleet insurance provided by you fails to be effective or satisfactory, you are responsible and must pay us the sums set out in section 12 below.

#### 9.2.1.2 Vehicle Replacement

9.2.1.2.1. If your hire vehicle is provided through a third party vehicle replacement provider, you have transferred your personal policy to cover the Vehicle, and you have not purchased any of our Protection products (see section 8.2 above and the guide to the Europcar Insurance and Protections provisions under section 26 below) then you are responsible for the cost of any excess that may apply to it. The insurance cover transferred to the Vehicle must be fully comprehensive insurance without restriction or excess (or equivalent) and be effective from the start of your Hire Period (when the Vehicle will be your responsibility) until the earlier time of 8 working hours after the end of the Hire Period or the inspection and permanent return to us of the Vehicle, its keys and any accessories (when responsibility for the Vehicle will pass back to us).

9.2.1.2.2. It is your responsibility to ensure that your insurance adequately covers the Vehicle and that you abide by all terms and conditions of your insurance policy. In the event that any insurance provided by you fails to be effective or satisfactory, you are responsible and must pay us the sums set out in section 12 below. We reserve the right to ask you for satisfactory proof of your insurance before we let you have a Vehicle.

9.2.1.2.3. You are fully responsible for all damage charges pursuant to section 12 below in the event of any damage to the vehicle. It is your responsibility to open a claim with your insurer and provide us with a claim number and the name of the person handling the claim. We are entitled to charge the excess on your policy upon notification of the damage. If we do not hear back from you with the required information within 5 working days of damage notification then we will charge the card on file for the full value of all damage charges.

#### 9.2.2. **Stand Liable - Residents of Canada and USA only**

9.2.2.1 If you are a resident of Canada or the USA and have purchased a rental product that excludes collision damage

waiver because your credit card provides you with insurance cover then only third party liability insurance will be included in the daily rental charge. You can opt to purchase our collision damage and/or theft waiver products and any of our excess reduction products (see the Insurance and Protection provisions set out in below) but if you do not do so then you will be responsible for and must pay us in full for the sums set out in section 12 below, without the application of any Excess amount and up to the full value of the Vehicle. **It is your responsibility to ensure you are adequately covered through your credit card provider for the duration of your Hire Period.**

9.2.2.2 To avail CDW exclusive rates, the driver must fulfil a number of conditions. The driver must:

9.2.2.2.1 have a US or Canadian issued credit card only (we do not accept non-US/Canadian credit cards) that provides cover for CDW and TW as a benefit; **and**

9.2.2.1.2 provide **WRITTEN PROOF** in the form of a letter issued by the credit card issuer specifically stating that the card has coverage for the Republic of Ireland, simply stating 'worldwide coverage' is not acceptable. The letter must be dated within 21 days of the pickup date and contain the credit card number (partly masked is acceptable); **and**

9.2.2.1.3 have 5,000 Euro available for pre-authorisation on the card in case there is damage to the rental vehicle.

If you fail to satisfy any of these conditions on collection of the Vehicle then you will be required to pay the premium for our CDW and THW cover at the local daily rate (see Tariff Guide).

9.2.2.3 Please note that if there is a damage charge, this amount is payable by you and will need to be claimed back through your credit card company. This process is between you and the credit card company. We cannot be held responsible for any exchange rate charges.

9.2.2.4 Relevant cards will only be accepted for coverage for a maximum of 28 days in any one calendar year. Please note that you must pay for your full rental with the eligible credit card for your card company to provide CDW and THW coverage.

9.2.2.5. Protection Plus may be purchased in order to provide coverage for damage to tyres, windscreen, and vehicle recovery costs.

#### 9.2.3. **Third Party Excess Cover**

9.2.3.1. For the purposes of this clause, third party excess cover is any excess waiver or insurance product, not purchased from us, which covers your liability up to the value of the Excess amount (if you have purchased our collision damage and/or theft waiver products).

9.2.3.2. The benefit of any third party insurance cover or third party excess cover is not transferred to your Contract with us. Accordingly, in the event that you are liable for a sum up to the full value of the vehicle or the value of the Excess, we will recover any sums directly from You and You will then need to make a separate claim to the provider of your third party insurance cover or third party excess cover.

9.2.3.3. We do not deal with any third party provider directly. We do not accept cover provided by any third party waiver products that can be purchased online via a broker or similar trader.

**9.2.4. Personal Car Insurance Policies:** Save in relation to section 9.2.1.2 (Vehicle Replacement), we **do not** accept the transfer of personal car insurance policies.

### 9.3. Charges and Fees

We may charge you for various services that we will carry out as a result of incidents that may occur during the Hire Period and/or as a result of how you, or any additional/other driver you are responsible for, used the Vehicle. These charges and fees (inclusive of VAT (or Insurance Premium Tax where applicable)) are listed in the Tariff Guide and/or the Rental Agreement. Such charges and fees include, but are not limited to, the following:

#### 9.3.1. Relating to Fines and Penalties

9.3.1.1. Where the term '**issuing body**' is used in this section 9.3.1 it can apply to any, or all, of the following organisations:

9.3.1.1.1 police or other enforcement agencies or other issuing authorities where a driving offence or suspected driving offence has been committed during a Hire Period; and

9.3.1.1.2. either a public or a private enforcement agency that is entitled to issue parking charge notices and associated fines where a purported or actual breach of contract has arisen.

9.3.1.2. You are responsible for and will pay all charges arising from:

9.3.1.2.1. entering any congestion zones, also known as clean air zones or ultra low emission zones, including any failure to pay such charges;

9.3.1.2.2. parking charges and charging station idle fees, including any failure to pay them;

9.3.1.2.3. tolls;

9.3.1.2.4. a breach of any parking restrictions or a road traffic offences or any other offence or infringement involving the Vehicle, such as (but not limited to) lane infringement, tunnel, turning and bus lane charges, including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (including any failure to pay them) levied by an issuing body.

**Unless the Vehicle has been reported stolen to the Garda/Police, or is being driven by a Referred Driver, you are, and will remain, primarily liable for all charges set out above, regardless of who was driving the Vehicle. We may therefore notify any relevant organisations of your personal details to effect a transfer of liability, and you consent to such notification.**

If we are required to deal with such correspondence, make payments or otherwise liaise with any such issuing bodies we will charge your credit/debit card with our Third Party Administration Charge as set out in the Tariff Guide. You have the right to challenge that Third Party Administration Charge **within 14 days of the date of the invoice**. The Third Party Administration Charge will only be refunded if you can provide supporting evidence to show that the issuing body:

- (i) has rescinded the fine or penalty; and
- (ii) confirms that the original charge did not apply in any event.

9.3.1.3. If we receive a penalty charge notice or a parking charge notice that is issued by any issuing body for the Vehicle during your Hire Period and which is capable of being paid then

we may pay it. Our reasons for doing so include, but are not limited to, mitigating the cost and because we do not have the correct paperwork to transfer liability. We retain absolute discretion as to whether to pay such charges. If we elect to do so, you will reimburse us the said charge plus our Third Party Administration Charge (for each charge we pay or each time we deal with such correspondence). If we do pay the charge then we will take the following actions:

9.3.1.3.1. we will supply an invoice for the cost of the penalty plus our Third Party Administration Charge; and

9.3.1.3.2. we will take the money for the cost of the penalty and the Third Party Administration Charge from your credit/debit card; and

9.3.1.3.3. we will provide you with a letter of authorisation allowing you to deal directly with the issuing authority in relation to the penalty.

9.3.1.4. If *you believe the penalty was not validly issued*, you are responsible for contacting the issuing body to appeal, using the letter of authorisation we have provided to you. If the issuing body allows the appeal and both rescinds the fine or penalty and confirms to us that the original charge did not apply in any event, then we will refund you any sums paid by you in relation to the fine or penalty once received from the issuing body. You should note that the decision of the issuing body is final and outside of our control.

#### 9.3.2. Other Charges and Fees

9.3.2.1. Any additional fees and charges that are linked to other events which take place during your Hire Period. All such fees and charges are set out in the Tariff Guide and/or the Rental Agreement and includes, but are not limited to, the following examples:

**valet charge** a valeting fee will apply where the level of cleaning required to return the Vehicle to a rentable condition will take longer for our staff to complete than our standard 'ready-for-rent' clean (e.g., where you or a passenger has smoked or used e-cigarettes in the Vehicle during the Hire Period);

a '**one way hire**' charge should you wish to return the Vehicle to a different Europcar Branch than you originally planned a '**reservation amendment**' charge each time you modify any details of your booking once the Hire Period has started

**Lost or stolen or damaged keys** (whether or not you are at fault for the loss, theft or damage)

**Refuelling Service Charge** if you do not return the Vehicle to us with a full tank of fuel and you have not purchased our 'Prepaid Fuel Option'

**'Terminal Return Fee'** charge applied where the Vehicle is returned to the incorrect return location at Dublin Airport or Shannon Airport

**'Excess Mileage Charges'** for any additional miles you travel over and above the mileage allowance (if any) included in the rental charge

**Lost Property Handling Fee** for the administrative costs of storing and handling lost property

**'Out of hours key returns box'** charge will apply if you return the Vehicle to the Europcar Branch outside of normal opening hours and leave the keys in the key return box. It will also apply if you leave the keys in the key return box during normal opening hours.

**'Unpaid Charges Admin Charge'** will apply if we have to recover charges associated with your rental that you have not paid. Reasonable legal fees, statutory court costs and interest

may also be payable in addition to the Unpaid Charges Admin Charge (as shown in the Tariff Guide).

'Cross-Border Travel' charge will be required if you wish to take the Vehicle between the Republic of Ireland and Northern Ireland.

#### **M50 toll**

If you pass through the M50 barrier-free toll, the cost of the toll and an M50 Toll administration fee will be added to your booking and will be charged as part of your Rental Agreement. In certain circumstances, notification of your toll passing may not be available at the time of your return, and your card may be charged for the cost at a later point. Further information is available at: <https://assistance.europcar.ie/toll-charges>.

All other toll charges are the responsibility of the renter and must be paid as you enter or exit the toll plaza.

**You agree that you are responsible for the payment of all charges and fees detailed in this clause 9.3. If you fail to make a payment to us when it is due, and you still do not make payment within 5 days of us reminding you that payment is due, then we may cancel the Contract and demand the immediate return of the Vehicle.**

#### **9.4. Premium Location Surcharge**

All rentals commencing from a Premium Location (which are sites where the cost to us of providing the services to you are higher than across the rest of our network) will be subject to a surcharge per rental which is set out in your Rental Agreement as either an Airport Surcharge or a Location Surcharge. Premium Locations include all airport stations in the Republic of Ireland and Dublin City Centre station.

#### **10. WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE VEHICLE?**

10.1. When you pick up the Vehicle from us you will be asked to sign a section on the Rental Agreement that describes the Vehicle's condition at that particular time. Before you sign the Rental Agreement you should:

10.1.1. inspect the Vehicle and any accessories for any pre-existing damage; and

10.1.2. check that the Vehicle's fuel tank is full.

10.2. If you notice any apparent defect or damage that is not described on the Rental Agreement then you should ensure a note is made on the Rental Agreement and that we both sign the change to it.

10.3. Where it isn't possible to check pre-existing damage to the Vehicle and any accessories at the time of pick-up you must notify any such damage to us within 12 business hours of the start of the Hire Period. Notification of such additional damage not recorded on your rental paperwork should be emailed together with photographs to [damages@europcar.ie](mailto:damages@europcar.ie).

10.4. If you don't notify us of any pre-existing defect or damage then we will assume that you have accepted the Vehicle and any accessories in the condition set out on the Rental Agreement and we will charge you for any new damage that is discovered when the Vehicle and any accessories are inspected by both parties when you return the Vehicle.

10.5. Familiarise yourself with the Vehicle before driving it on the public highway. Make sure you know where the controls are for essential instruments such as headlights, indicators, hazard warning lights, where the parking brake is situated (and how it is released and applied) and what type of fuel the Vehicle uses.

For further information check the Vehicle instruction manual in the glove compartment or speak with your Branch.

#### **11. WHAT WILL HAPPEN WHEN I RETURN THE VEHICLE?**

##### **11.1. Return of the Vehicle generally**

11.1.1. You should return the Vehicle to the Europcar Branch on the date and at the time shown on the Rental Agreement and, subject to any fair wear and tear, in the same condition as it was at check out (see section 5.1 above).

11.1.2. You may return the Vehicle to another of our Branches if you pay the 'one-way hire' charge set out in the Tariff Guide. Please consult with the Europcar Branch of pick up to arrange this.

11.1.3. If we are to collect the Vehicle and key from you, it must be parked in a suitable place to allow collection at any time up to a period of 8 working hours from the end of the Hire Period, without the imposition of any fines or charges. Please note that some Europcar Branches do not operate for the entire weekend and/or on statutory Bank Holidays. Where this is the case, such times will not be counted as working hours.

11.1.4. If, when you return the Vehicle to us (or when we come to collect it from you), we discover that it is empty but, in our reasonable opinion, has been used to carry raw or hazardous waste, or it still contains such raw or hazardous waste then we will not accept its return. Instead:

11.1.4.1. the Vehicle will remain on rent to you; and

11.1.4.2 you will be required to dispose of all such raw or hazardous waste materials and to clean the Vehicle to a reasonable standard of cleanliness and in any event, to ensure it poses no danger to Europcar staff or any future customers. Once the Vehicle has been cleaned and returned to us, we (meaning you and us) will make a full inspection of the Vehicle.

11.1.5. If, in our reasonable opinion, the Vehicle is in an acceptable condition then we will accept its return and the rental charges will cease.

11.1.6. If, however, we believe the Vehicle requires further specialist cleaning attention then you will be charged a Valet Fee, as set out in the Tariff Guide, as well as our reasonable costs incurred for any waste disposal.

11.1.7. You are responsible for any fuel you use during the Hire Period (including any fuel used for any delivery and/or collection) and for returning the Vehicle to us with a full tank of fuel, unless you purchased our 'Prepaid Fuel Option' at the time of check-out. If you have not purchased the Prepaid Fuel Option and you don't return the Vehicle with a full tank of fuel then we will charge you for fuel required to refill the Vehicle's fuel tank at our published rates on the date of return; and a refuelling surcharge. Further details are set out in section 18 and in the Tariff Guide.

11.1.8. *Personal Property:* We are not responsible for any loss of, or damage to, any personal belongings placed in or on the Vehicle which will at all times be your responsibility. You must not leave any personal belongings in or on the Vehicle when you return it to us (you are responsible for checking and removing your personal belongings from the Vehicle). We have no liability for any personal belongings left in or on the Vehicle when you return it to us and any belongings which remain unclaimed 2 months after the end of the Hire Period will be disposed of.

11.1.9. *Early Return*: If you return the Vehicle before the return date and time stated on the Rental Agreement then we agree that the Hire Period will end when you return the Vehicle to the Europcar Branch and hand the Vehicle keys to a Europcar agent. Please note, however, that the rental charges will remain the same (ie. as if you had not returned the Vehicle to us before the return date and time stated on the Rental Agreement) as we will not refund any unused daily rental or accessory charges to you.

11.1.10. *Late Return*: We allow you a grace period of 59 minutes after the expiry time and date of the Hire Period shown on the Rental Agreement in which to return the Vehicle to us. If you fail to do so, and you have not extended the Hire Period in accordance with section 17 below, and if we do not hear from you for a period of 24 hours (from the expiry time and date of the Hire Period) concerning the delay in its return, we will regard the Vehicle as having been stolen and will report this to the Garda/Police. We will take all lawful means to recover the Vehicle (which may include repossessing it or applying for a Court Order requiring you to return it and/or pay us an amount equal to the Vehicle's market value). If we have to take such steps then:

11.1.10.1. you give us permission (and cannot withdraw it) to access your premises for the purposes of repossessing the Vehicle, so long as we do not use unreasonable force or cause damage; and

11.1.10.2. you must pay the charges and fees set out in the Tariff Guide, plus our reasonable legal and professional costs (to the extent not covered by the Tariff Guide).

### **11.2. Attended check-in of the Vehicle during opening hours**

When you return the Vehicle to us you should take the opportunity to:

11.2.1. ensure you have removed all of your personal belongings (you are responsible for checking the Vehicle); and

11.2.2. inspect the Vehicle together with our agent and countersign the check-in document which includes a record of any new damage (from that described on the Rental Agreement at the time of pick up or which you notify us in accordance with the provisions of section 10.3). The procedure detailed in section 12.3 and 12.6 will then apply.

### **11.3. Unattended check-in of the Vehicle**

If you wish to use our "out of hours" returns service please call the contact centre on 01 8122880 or email at customerservicesie@europcar.ie to check first that there is an out of hours returns service available at the particular Europcar location. Please note there may be a charge for this as set out in the Tariff Guide. Alternatively, if you are unable to or you refuse to inspect the Vehicle with us when you return it then we will inspect the Vehicle on our own and you accept that you are responsible for all charges, fees and damage to or loss of the Vehicle which may have arisen before we have checked the Vehicle back in.

We recommend that, if possible and before you drop off the keys, you take photographs and/or video recordings of the Vehicle in its final parking place as evidence as to its condition at the time you returned it.

11.3.1. If, during our inspection, we discover new damage to the Vehicle (from that described on the Rental Agreement at the time of pick up or notified to us in accordance with the

provisions of section 10.3) the procedure detailed in section 12.5 and 12.6 will then apply.

11.3.2. We shall not be responsible for any loss, theft or damage of any nature, related to any objects and/or belongings and/or tools that have been transported in or on, or that may be found in or on, the Vehicle.

## **12. DAMAGE TO THE VEHICLE**

12.1. As set out in section 5 (What are my obligations toward the Vehicle?) and, in particular section 5.1, you are obliged to return the Vehicle, its keys, accessories and documentation to us in the same condition as they were at check out, subject to any fair wear and tear. **Under no circumstances should you attempt to repair the Vehicle yourself or arrange repairs with any third party.**

12.2. Our vehicles are working assets and, if you fail in any way to comply with the obligation set out in section 12.1 above:

12.2.1. we are entitled to repair the Vehicle at our convenience so that it is restored to this condition; and

12.2.2. you will be liable to pay the damage charges detailed in sections 12.8 to 12.15 inclusive (as appropriate to the damage), regardless of whether the damage was caused by you or a third party (including a third party with whom you have had an accident or a Government authority or organisation, whether in or outside the Republic of Ireland, which has seized the Vehicle and/or its keys, accessories, or documentation), unless:

12.2.2.1. any of the damage charges detailed in sections 12.8 to 12.15 inclusive are covered by our Protection packages, as described in section 26 of these T&Cs (Insurance and Protection Provisions) and the Tariff Guide or any other associated excess reduction products; or

12.2.2.2. it was caused by our fault or negligence or our breach of this Contract; or

12.2.2.3. we have received a payment from a liable third party, to the extent detailed in section 12.2.3.

12.2.3. Where you pay the damage charges as detailed in sections 12.8 to 12.15 inclusive and subsequently:

12.2.3.1. a third party admits, or is subsequently determined by a relevant court to be responsible for some or all of the damage; and

12.2.3.2. we recover sums from the third party or the third party insurer, we will assess whether we have recovered more than our overall loss and reimburse you, as appropriate.

### **Damage identified upon the return of the Vehicle and in your presence:**

12.3. If Light Damage (as defined in section 12.8) is identified upon the return of the Vehicle when the inspection is made in your presence and in the presence of our agent or its representative and if you acknowledge the damage by signing the statement of return of the Vehicle, we will

### **EITHER:**

12.3.1 provide you with an invoice immediately detailing the applicable charges and, to the extent that the charges can be determined at the check-in, will charge the debit or credit card you supplied to us at the time of pick-up, with either:

12.3.1.1 the charges detailed in sections 12.8 to 12.15 (as appropriate to the damage) inclusive; **or**

12.3.1.2 the Excess amount under our Protection packages, **whichever is the lower amount.**

#### **OR**

12.3.2 refer the matter to our head office team who will assess the Light Damage identified and will determine the appropriate charge. This will be done in one of two ways: a) by reference to the Light Damage Charges Schedule; or b) by carrying out a desktop assessment using industry standard software to estimate damage costs. We will then send you an invoice for:

12.3.2.1 the charges detailed in sections 12.8 to 12.15 inclusive (as appropriate to the damage); or

12.3.2.2 the Excess amount under our Protection packages, whichever is the lower amount.

12.4. If:

12.4.1 you contest either the damage and/or the invoice; or

12.4.2 you refuse to sign the statement of return for the Vehicle; or

12.4.3 the Vehicle qualifies as an unattended check-in, according to the requirements of section 11.3 above; or

12.4.4 for whatever reason, the charge cannot be determined at the time of check-in (for example, where there is no price for the specific damage in the Light Damage Charges Schedule), then we will send you the documents outlined in section 12.5 and you have the option to follow the procedure in section 12.6 below.

#### **Damage identified upon the return of the Vehicle and in your absence:**

12.5. If damage is identified during the inspection of the Vehicle by us in your absence we will send to you the following documents by email or by post:

12.5.1. the statement of return for the Vehicle detailing all the damage we identified;

12.5.2. pictures of the damage; and

12.5.3. an invoice detailing the applicable charges.

#### **Querying the Damage Charges:**

12.6. We will charge the debit or credit card you supplied to us at the time of pick-up for the either:

12.6.1. the charges detailed in sections 12.8 to 12.15 inclusive; or

12.6.2. the Excess amount under our Protection packages,

**whichever is the lower amount.** as per the invoice amount provided to you in accordance with section 12.5 above. You have fourteen (14) days from the date of the invoice to challenge your liability for the damage identified and/or the charges levied by us.

12.7. Please note that depending upon the type of Protection product you have subscribed to (see the *Europcar Insurance & Protections Provisions* under section 26) and provided you have complied with all applicable local laws and these T&Cs, you may not be charged for the full cost of the damage and the maximum amount you may be required to pay will be the

Excess amount (as described in *Europcar Insurance & Protections Provisions* under section 26 of these T&Cs).

#### **Damage Charges:**

##### **(1) Light Damage**

12.8. We classify as '**Light Damage**' any damage suffered by the Vehicle during your Hire Period which, in our reasonable opinion, is minor damage and therefore does **not** necessarily require immediate repair for safety, mechanical or cosmetic reasons and is **not** fair wear and tear, as defined in clause 5.1.3. Light Damage will be charged to you either a) as listed in our Light Damage Charges Schedule; or b) by carrying out a desktop assessment using industry standard software to estimate damage costs.

12.8.1. Examples of Light Damage to the Vehicle include small scratches, chips or dents to any part of the Vehicle; or the loss of or damage to any non-essential accessories or documentation.

12.8.2. The Light Damage Charges Schedule contains a list of pre-agreed fixed sum charges broken down by the Vehicle type and the nature of the Light Damage. This schedule can be found attached to the Tariff Guide.

12.8.3. The charges shown in the Light Damage Charges Schedule are set by us as an amount that seeks to genuinely estimate the sums that we would have to pay our suppliers if we did undertake to repair the Light Damage, based on industry standards (or to replace the Vehicle's non-essential accessories or documentation).

12.9. Notwithstanding your obligations to us under section 5 above if, in our reasonable opinion, we have assessed that the Vehicle has suffered Light Damage, this means we consider the Vehicle does not necessarily require immediate repair for safety, mechanical or cosmetic reasons before it can be rented to another customer. In these circumstances, subject to section 12.4 above, you will pay to us:

12.9.1. the pre-agreed fixed sum(s) set out in the Light Damage Charges Schedule **OR** the sum resulting from the desktop assessment;

12.9.2. the Light Damage Administration Charge which is set out in the Tariff Guide; but you will not have to pay a **Loss of Use Charge** or an **Engineer's Charge**, both as further referred to in 12.11.2.

##### **(2) Serious Damage**

12.10. Subject to section 12.15, any damage other than **Light Damage** and/or **Damage to Tyres, Windscreen and Loss of or Damage to Essential Items** is classified as '**Serious Damage**'.

12.11. In relation to Serious Damage suffered by the Vehicle during your Hire Period you will:

12.11.1. pay us the sums we become liable to pay to our suppliers in recovering and/or repairing and/or cleaning the Vehicle, for which you will indemnify us as a debt; and

12.11.2. pay us the following charges:

12.11.2.1 a **Loss of Use Charge** which is a charge to take account of our loss of rental income while the Vehicle is being repaired and/or cleaned and/or an essential item is being replaced. We

calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement. The number of days charged by us for loss of use of the Vehicle will comprise:

12.11.2.1.1 one day for the Vehicle to be taken in for repair; and

12.11.2.1.2. one day for each period of four hours (or part thereof) of labour required by the relevant supplier to effect the repair; and

12.11.2.1.3 one day for the Vehicle to be returned to us and checked in following the repair;

12.11.2.2. an **Engineer's Charge** which is set out in the Tariff Guide; and

12.11.2.3. a **Serious Damage Administration Charge** which is set out in the Tariff Guide.

12.12. In relation to sections 12.8 to 12.11 inclusive:

12.12.1. where a repair or part replacement inevitably puts the Vehicle into a better condition than it was at the start of the Hire Period, the amount for which you are liable to us will not be reduced to reflect the new for old replacement and/or the pre-existing condition of the Vehicle; and

12.12.2. you will not receive any credit to reflect the benefit that we may subsequently receive in the context of any commercial arrangements that we may have in place with our suppliers because of our overall relationship with them.

### **(3) Damage to Tyres, Windscreen and Loss of or Damage to Essential Items**

12.13 Any loss of or damage to the tyres and/or windscreen of the Vehicle or the Essential Items during your Hire Period which, in our reasonable opinion, is minor damage but **does** require immediate repair for mechanical, safety or cosmetic reasons, we classify as '**Damage to Tyres, Windscreen and Loss of or Damage to Essential Items**'.

#### **12.13.1 Loss of or Damage to Essential Items**

Examples of Essential Items include, but are not limited to, keys and/or entry cards, charging cables for electric vehicles, number plates, windscreen wiper blades and seatbelts.

12.13.2 In relation to **Loss of or Damage to Essential Items** suffered by the Vehicle during your Hire Period you will:

12.13.2.1 pay us the sums we become liable to pay to our suppliers in repairing and/or replacing the lost essential items, for which you will indemnify us as a debt; and

12.13.2.2 pay us the following charges:

12.13.1.2.1 a **Loss of Use Charge** which is a charge to take account of our loss of rental income while the Vehicle is being repaired and/or cleaned and/or whilst the lost items are replaced, set at the **Fixed LOU** (as set out in the Tariff Guide); and

12.13.1.2.2 a **Tyres, Windscreen and Essential Items Damage Administration Charge** which is set out in the Tariff Guide.

12.13.2.3 You will not be required to pay an Engineer's Fee for **Loss of or Damage to Essential Items**.

#### **12.13.3 Tyre Replacement or Repair**

12.13.3.1 Any damage to a tyre which requires us to replace the tyre on the Vehicle with a new tyre is classified as a '**Tyre Replacement**'. If a Vehicle's tyre is punctured and is capable of being repaired then it is classified as a '**Tyre Repair**';

12.13.3.2. In relation to a Tyre Replacement or a Tyre Repair you will pay us the sum(s) for which we become liable to pay to our suppliers for:

12.13.3.2.1. the Replacement Tyre or the Tyre Repair (whichever applies) and any associated supplementary charges that may apply (if any); and

12.13.3.2.2. the cost to call us out if you require attendance for a Replacement Tyre or a Tyre Repair outside of our standard response time (an '**Emergency Call Out**'). Charges for an Emergency Call Out are set out in the Tariff Guide; and

12.13.3.2.3. a **Tyres, Windscreen and Essential Items Damage Administration Charge** as set out in section of the Tariff Guide; and

12.13.3.2.4 a **Loss of Use Charge**, in accordance with the provisions of section 12.11.2.1, but set at the **Fixed LOU** (as set out in the Tariff Guide).

12.13.3.3 You will not be required to pay an **Engineer's Charge** for a Tyre Replacement or Repair.

#### **12.14. Windscreen Replacement or Repair**

12.14.1 Any damage to a windscreen which requires us to replace it with a new windscreen is classified as a '**Windscreen Replacement**'. If a Vehicle's windscreen is chipped or is damaged, in excess of the limits of fair wear and tear, but is capable of being repaired (this will depend on the severity of the damage) then it is classified as a '**Windscreen Repair**' and deemed to be Light Damage.

12.14.2 A Windscreen Repair will be charged at the cost we become liable to pay to our suppliers for carrying out the repair, plus the **Fixed LOU**, which is set out in the Tariff Guide.

12.14.3 You will not have to pay a **Light Damage Administration Charge** or an **Engineer's Charge**, in respect of a Windscreen Repair.

12.14.4 In relation to a Windscreen Replacement, you will pay us the sum(s) for which we become liable to pay our suppliers for:

12.14.4.1. the Replacement Windscreen and any associated supplementary charges that may apply (if any); and

12.14.4.2. the cost to call us out if you require attendance for a Windscreen Replacement outside of our standard response time (an '**Emergency Call Out**'). Charges for an Emergency Call Out are set out in the Tariff Guide; and

12.14.4.2. a **Tyres, Windscreen and Essential Items Damage Administration Charge**, as set out in the Tariff Guide; and

12.14.4.3. a **Loss of Use Charge**, in accordance with the provisions of section 12.11.2.1 but capped at one day's rental rate, if the Windscreen is Replaced.

12.14.5. You will not be required to pay an **Engineer's Charge** for a Windscreen Replacement or Repair.

12.14.6 In relation to sections 12.13 to 12.14 inclusive:

12.14.6.1 where a repair or part replacement puts the Vehicle into a better condition than it was at the start of the Hire Period, the amount for which you are liable to us will not be reduced to reflect the new for old replacement and/or the pre-existing condition of the Vehicle; and

12.14.6.2 you will not receive any credit to reflect the benefit that we may subsequently receive in the context of any commercial arrangements that we may have in place with our suppliers because of our overall relationship with them.

#### **(4) Total Loss**

12.15. Where we evaluate any damage caused to the Vehicle as being sufficiently serious that its repair would not be possible, or our Engineer determines it would be uneconomic or impractical to repair, we refer to this as '**Total Loss**'. In the event of a Total Loss, sections 12.10 to 12.14 inclusive do not apply, and you will pay us:

12.15.1. the sums (for which you will indemnify us as a debt) representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums that we recover in respect of the Vehicle when it is sold for salvage; and

12.15.2. a **Loss of Use Charge**, which is a charge to take account of our loss of rental income in respect of the Vehicle which is a Total Loss. We calculate the Loss of Use Charge on the basis of the daily rental rate set out in the Rental Agreement, adjusted to acknowledge the fact that the number of Vehicles we have available for hire to customers generally when the repair takes place will have an impact on our rental income. The charge is payable in respect of each day, or part day, after the end of the Hire Period up to the point that the Vehicle is sold for salvage; and

12.15.3. an Engineer's Charge, (as set out in the Tariff Guide); and

12.15.4. a Serious Damage Administration Charge, as set out in the Tariff Guide.

#### **(5) Damage to Third Parties**

12.16. Please refer to sections 14.2.4 and 26.3 for more details concerning your obligations to us and your potential liability to third parties.

#### **(6) Seizure of the Vehicle**

12.17. If, after check-out of the Vehicle, the Vehicle and/or its keys, accessories, or documentation are seized by any Government, authority or organisation whether in or outside the Republic of Ireland, you must pay:

12.17.1. for any damage suffered by the Vehicle and/or its keys, accessories, or documentation in accordance with sections 12.8 to 12.15 inclusive; and

12.17.2. the cost of any restoration or repatriation charges we incur, together with any penalties or fines arising as a direct result of the Vehicle's seizure; and

12.17.3. a Loss of Use Charge to take account of our loss of rental income while we cannot rent the Vehicle out to another customer (which will be calculated on the basis of the daily rental rate set out in the Rental Agreement for each day (or part of a day) in excess of the Hire Period and until the Vehicle is checked in by us as returned) unless these damages or costs or

Loss of Use Charges are due to our fault or negligence or our breach of this Contract.

### **13. WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?**

Throughout the Hire Period we will expect you to look after the Vehicle, the keys and any accessories against loss or damage (however that arises). If you fail to do so then you will be responsible to pay the sums set out in section 12 above.

13.1. Save for customary inspections such as oil and water levels; coolant; windscreen washer fluid levels and tyre pressures and tread depths that should be regularly checked during normal use of the Vehicle to keep it in good working order, neither you nor anyone else is allowed to work on the Vehicle or make any modifications to it without our prior written consent. If consent is required for work to be undertaken on the Vehicle and we give such consent, this will be limited to out of hours minor repairs, such as tyre replacement, and we will only refund you for the work done upon receipt of a valid and lawful invoice. If damage is caused to the Vehicle you will be liable to pay the sums set out in section 12 above.

13.2. The Vehicle is provided to you with tyres in a condition and number that meets with the traffic-legislation requirements of the Republic of Ireland. In the event of damage to any one of the tyres (other than by ordinary wear and tear or latent defect), whilst we will immediately arrange to replace it, you will be liable to pay the sums set out in section 12 above.

13.3. If the Vehicle is electric, you must use appropriate charging cables, either supplied by us or tethered to the charging station. If you use any other cable, you will be responsible for any damage that may arise. If you are provided with a charging cable that runs to a domestic socket, you must ensure the electrical installation you are using complies with any relevant standards in force and any requirements of the Vehicle manufacturer, otherwise you will be liable for any damage that arises.

### **14. WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN OR THEFT?**

#### **14.1. In case of breakdown in the Territory**

14.1.1. If a warning light appears on the dashboard or the Vehicle develops any fault during the Hire Period you or any other Driver must call us on 01 8122888 or through the online assistance tool: <https://assistance.europcar.ie>.

14.1.2. If the Vehicle breaks down or is involved in an accident/incident in the Territory during the Hire Period we will, as soon as possible, recover and repair the Vehicle so that it is rendered functional.

14.1.2.1. If the Vehicle cannot be repaired, we will (where possible) provide you with an alternative Vehicle of an equivalent standard and size to the Vehicle for the remainder of the Hire Period.

14.1.2.2. If we cannot repair the Vehicle or provide you with an alternative vehicle, we will provide you with a refund for any part of the Hire Period that you have paid for but not received the benefit of.

14.1.3. If the breakdown or accident or incident is due to our negligence or wilful default then we will not charge you for the recovery and/or repair (if any).

Should we consider that the breakdown is caused by the negligence or deliberate misuse or if loss of or damage to the

Vehicle arises as a result of a breach of the Contract by you and/or any Referred Driver or additional Driver and/or any unauthorised driver then you will be liable to pay the sums set out in section 12 above and your liability will not be capped at the Excess amount. We may (at our discretion) accept payment from your insurer (only if applicable (see section 9.2.2 above)) but ultimate responsibility will be with you.

#### **14.2 In case of an accident or incident in the Territory**

14.2.1. If there is an accident/incident in the Territory you or any authorised driver or Referred Driver must tell us immediately via the Europcar Assist line on 01 8122888. If you don't do so, or you continue to use the Vehicle, then you are responsible for any loss and/or damage caused to the Vehicle or a third party resulting from the accident or incident and/or from the continuing use of the Vehicle, as well as all applicable charges set out in the Tariff Guide.

14.2.2. Should we consider that the accident or incident is caused by the negligence, deliberate misuse or a breach of the Contract by you and/or any Referred Driver or additional Driver and/or any unauthorised driver and/or our collision damage waiver does not apply or is invalidated as a result of an act or omission (please see the Insurance and Protection provisions set out in section 26 below for further information as to when our collision damage waiver applies and when it is invalidated) then we reserve the right to recharge the cost of recovery in full to you and you will be liable to pay the sums set out in section 12 above. In such circumstances, we will not provide a replacement Vehicle.

14.2.3. If you or any other Driver has an accident/incident you or that other Driver must:

14.2.3.1. pay the relevant charges as required by these Terms and Conditions;

14.2.3.2. not admit or accept responsibility;

14.2.3.3. obtain and notify us of the names and addresses of all involved, including witnesses;

14.2.3.4. make the Vehicle secure and tell the Garda/Police straight away if anyone is injured or the road is blocked or if any property has been damaged;

14.2.3.5. tell us of the accident or incident via the Europcar Assist line on 01 8122888;

14.2.3.6. complete and return the accident report form that we will supply if required.

For further details please see the Europcar Assistance tool: <https://assistance.europcar.ie/>

14.2.4. You will use your best endeavours to supply us with full details of any third party(ies) and third party vehicle(s) involved in any accident/incident with the Vehicle. Failure to do so may invalidate the Protection package and/or any excess reduction products (if applicable to your rental).

14.2.5. You will, at our request, do all that is reasonably and lawfully required by us or any provider of any other product that you opt to take and allow your name and the name of any Driver or Referred Driver to be used by us (or any provider of the product) for enforcing any rights or remedies against any persons in connection with the Vehicle.

14.2.6. We will not (either on our own behalf or on behalf of any insurers) waive any rights under the Contract or any applicable insurance policy unless we do so in writing (which must be signed by us or the insurer as applicable).

14.2.7 Upon notification of an accident/incident pursuant to this section 14.2, we will be entitled to a 24 (twenty-four) hour cooling off period in which to investigate the accident/incident to determine whether you are entitled to a replacement vehicle. If we provide you with a replacement Vehicle and you have procured Premium Protection, such Premium Protection will be deemed fully utilised and shall not be transferable to the replacement Vehicle.

#### **14.3. In case of breakdown, accident or incident when driving outside of the Territory**

You are not allowed to drive the Vehicle outside the Island of Ireland. If you do so, you are fully liable for all costs associated with repair and repatriation of our Vehicle. Any insurance provided by us will not cover the Vehicle outside the Island of Ireland and you will be fully liable for all costs and liabilities arising out of any accident or theft.

#### **14.4. In case of theft**

If the Vehicle is stolen, this must be reported immediately by you to the Garda/Police, a crime reference number or equivalent obtained and you must contact us as soon as possible via the contact centre on 01 8122880. Any further steps, such as returning keys and documentation to us or paperwork to be completed will then be explained to you. See section 8.2.1 for details of the associated charges and section 26.5 for details of the theft waiver that may be applicable.

#### **14.5. Cooperation with our Insurers/Claims Handlers**

Where a matter is being dealt with by our insurers or their appointed claims handlers, it is vital that you and any additional drivers act in accordance with their instructions (which includes, but is not limited to, the provision of a signed statement) as failure to do so may lead to the insurer refusing to indemnify you and pursuing you personally for recovery of any third party losses.

#### **15. WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?**

You will receive a final invoice once all elements of your rental have been settled. You will pay or be charged the full amount in one or in several lots as agreed between us.

15.1. If you book a Vehicle online:

15.1.1. You may decide to prepay for your booking, for example, the daily rental charge of the Vehicle, and accessories for the Hire Period, and for any additional services or products. Your means of payment will be debited by the agreed amount but you will not receive an invoice for that prepayment as the confirmation email will be deemed the receipt for this. Once you have returned the Vehicle to us then we will establish whether any additional fees or charges apply and will supply an invoice to show the full charge for the Hire Period. This invoice will be sent to you via email.

15.1.2. If you decide not to prepay for your booking, you will be charged at the time you pick up your Vehicle (or shortly before it is delivered to you, if applicable) for the amount of the rental charges for the Vehicle, plus the deposit and for any accessories or additional

services or products or additional Drivers or protections you decide to take out before you take the Vehicle away. The cost for this will be shown on the Rental Agreement and will be agreed with you before you sign the document. Any additional fees or charges will be charged, if applicable, when you return the Vehicle (if they can be calculated at that time) and we will supply an invoice to show the entire cost of the Hire Period. This invoice will be sent to you via email.

- 15.1.3. If you have incurred extra costs, such as fines or tolls or refuelling charges or you have caused damage to and/or loss of the Vehicle and/or accessories, then we will charge you at a later date for such costs, together with any Third Party Administration Charges if we become aware of them after the Hire Period has terminated.

## 16. WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

### 16.1. Modification

16.1.1. You can modify your booking free of charge provided you let us know **at least 48 hours before** the Hire Period is due to start. Please be aware that new rental prices, delivery or collection times may apply and other aspects of your rental may change if you modify your booking. Wherever possible you should use the same communication channel that you used when booking the Vehicle. Alternatively, you can call our Call Centre on 01 8122880. We will let you know if the modification to your booking is possible. If it is possible, we will tell you about any changes to the rental which would be necessary as a result of your requested modification and ask you to confirm whether you wish to go ahead with the modification to your booking.

16.1.2. We will charge you a Reservation Amendment (or Modification) Charge as set out in the Tariff Guide each time you amend any details of your booking either (i) less than 48 hours' before the Hire Period is due to start or (ii) during the Hire Period.

### 16.2. Late Cancellation & No Show

You can cancel your rental free of charge provided that you have given us **at least 48 hours' notice before the Hire Period is due to start**. Wherever possible you should use the same communication channel to cancel your rental as you used when booking the Vehicle. Alternatively, you can contact our Call Centre on 01 8122880, to cancel the rental.

#### 16.2.1. Prepaid Rentals

If you have prepaid for your booking online via our direct booking channels:

16.2.1.1. *Late Cancellation*: If you cancel giving us less than 48 hours' notice then the prepaid amount may be refunded, less a Cancellation Charge at the rate shown in the Tariff Guide.

16.2.1.2. *No Show*: If you have not cancelled your reservation and you fail to pick up the Vehicle within 2 hours of the reservation time then your prepayment may be refunded less a No Show Charge at the rate shown in the Tariff Guide.

16.2.1.3. If we cancel or fail to cancel the booking you will be fully reimbursed for any sums that you have paid to us for the booking.

#### 16.2.2. Pay on arrival rentals

You can lodge your credit or debit card details with us and we will guarantee your Vehicle for the reserved time.

16.2.2.1. *Late Cancellation*: if you use this facility to guarantee your reservation and you don't give us 48 hours' notice to cancel before the rental start time then you agree that we may charge the Cancellation Fee set out in the Tariff Guide against that credit or debit card to reflect the fact that we held the Vehicle for you without any rental transaction ultimately taking place.

16.2.2.2. *No Show*: if you use this facility to guarantee your reservation and you don't pick up the Vehicle within 2 hours of the reservation time then you agree that we may charge the No Show Fee set out in the Tariff Guide against that credit or debit card to reflect the fact that we held the Vehicle for you without any rental transaction ultimately taking place.

16.2.2.3. If you don't use this facility to guarantee your reservation and have therefore not supplied any credit or debit card details and you either don't give us 48 hours' notice to cancel before the rental start time or you don't pick up the Vehicle within 2 hours of the reservation time then you may remain liable for the Cancellation Fee or the No Show Fee set out in the Tariff Guide (whichever applies in the circumstances).

16.3 For all rentals commencing at an airport location we ask you provide us with the correct flight number and arrival time when booking your vehicle. Flights should be scheduled to land within our normal opening hours. This is to ensure that if your flight is delayed, your car will be held for up to 2 hours after the flight landing time, provided this is within our normal opening hours. If this information is not available to you at the time of booking, we ask you provide us with it at least 5 days before your arrival date. Where flight information is not provided in time, or incorrect information is provided, we will only hold your vehicle for 2 hours after the booked pick-up time, within our normal opening hours. We will not be responsible for a failed rental in case of delayed flights and you will be liable for the fees detailed in section 16.2. Where a flight is delayed and we have been provided with a flight number for the booking, then we will remain open to meet the customer until: (i) the earlier of 1:00 AM or 1 hour after the flight landing time in the case of Dublin Airport; or (ii) 1 hour after the station's normal closing time in the case of all other Airports. If you arrive at the desk after the station closing time then a Meeting Late Flight Arrival Charge will be chargeable.

## 17. WHAT IF I WANT TO EXTEND MY HIRE PERIOD?

In case you want to extend the Hire Period shown on your Rental Agreement you must contact us at least 2 working hours before the end of the Hire Period or any previously agreed extension. We will charge you the daily charge for each day (or part day) that you keep the Vehicle beyond the end of the Hire Period.

17.1. If such an extension means that the Hire Period will exceed a period of 35 days then you must:

17.1.1. return the Vehicle to the Europcar Branch where you picked it up and pay any outstanding amounts due; and

17.1.2. negotiate the hire of a new vehicle and enter into a new Rental Agreement with us.

17.3. If you do not contact us at least 2 working hours before the end of the Hire Period or any previously agreed extension, then, we will charge you the daily charge for each day (or part day) that you keep the Vehicle beyond the end of the Hire Period plus an Unauthorised Extension Fee (as set out in the

Tariff Guide). If we consider it to be appropriate then we will also have the right, without prior notice, to take any legal action necessary to effect the immediate return of the Vehicle. Please note that unless we expressly agree to the extension you will no longer be insured to drive the Vehicle.

17.4 If you are a Referred Driver then, unless agreed otherwise, you will be responsible for all charges during the extended Hire Period.

## 18. WHAT IS THE FUEL / CHARGE POLICY?

18.1. The rules applicable to fuelling and refuelling of a Vehicle depend on whether the Vehicle uses petrol, diesel or hybrid fuel **or** whether it is an electric or plug-in hybrid vehicle. The rules for each of the two categories are set out below. In addition, if the Vehicle uses petrol, diesel or hybrid fuel, you should check which option you have selected. Please ask our Branch staff for further details when you collect the Vehicle.

### PETROL/DIESEL/HYBRID FUEL

18.2. All Vehicles are supplied with a full tank of fuel (less any used in relation to delivery/collection miles). The following two options may then be made available to you:

#### 18.2.1. Full Tank Option

- 18.2.1.1. At pick up we will charge you for a full tank of fuel at cheaper than market prices. The cost of the tank of fuel will depend on the Vehicle category type and engine size.
- 18.2.1.2. You may return the Vehicle with whatever fuel is left in it and we will not charge you for refuelling the Vehicle.
- 18.2.1.3. No refund will be issued for unused fuel.

#### 18.2.2. Full to Full Option

- 18.2.2.1. If you return the Vehicle with a full tank of fuel, you pay nothing.
- 18.2.2.3. If you have taken up this full to full option and the Vehicle is not returned with a full tank of fuel, you will be charged for the missing fuel according to the refuelling rules set out in section 18.2.3 below and in the Tariff Guide. You agree that the total amount we charge you represents the reasonable cost to us arising from your failure to return the Vehicle to us with a full tank of fuel.

#### 18.2.3. Refuelling Rules

18.2.3.1 If you have taken up the full to full option and the Vehicle is not returned with a full tank of fuel, you will be charged for the missing fuel as well as a Refuelling Administration charge. The cost of the missing fuel is calculated as follows:

$(\text{Pump price per litre} \times 1.3) \times \text{Number of litres of fuel required to refill the tank to its maximum capacity}$

\* An estimate of this price is shown on your Rental Agreement.

18.2.3.2 The number of litres of fuel required to refill the tank to its maximum capacity is measured as follows:

18.2.3.2.1 If you are present when the Vehicle is checked in or collected, we will examine the fuel gauge and use the reading,

multiplied by the Vehicle's fuel tank capacity, to calculate the missing litres.

18.2.3.2.2 If you are not present when the Vehicle is checked in or collected, we will refill the Vehicle and charge you based on the number of litres of fuel we added to refill the tank to its maximum capacity.

## ELECTRIC/PLUG-IN HYBRID VEHICLES

18.3. Electric Vehicles will be supplied with a minimum of 50% charge and must be returned, or made available for collection, with a minimum of 50% charge.

18.4. Plug-in Hybrid Vehicles will be supplied with a full tank of fuel, with no minimum charge. When the Vehicle is returned, or made available for collection, the fuel should be in accordance with section 18.2 above, but there is no minimum charge level required.

18.5 If an Electric Vehicle is returned, or made available for collection, with less than 10% charge, we reserve the right to charge you our reasonable costs associated with recharging and collecting the Vehicle. These may include public charge point charging costs, costs associated with the additional time required to charge the Vehicle at public charging points to enable it to be returned to the station and, where the Vehicle has insufficient charge to enable it to be driven to a public charging point, the costs of transporting the Vehicle back to the station. We reserve the right to recover the Vehicle in a way that we deem appropriate in our sole opinion, acting reasonably and in good faith.

18.6 Electric Vehicle charging costs are not included in your rental rate. Customers can opt to purchase a charging key fob at the Charging Key Fob day rate (as set out in the Tariff Guide), which will enable you to use our designated charging partners charging stations (as notified separately to you at the time of rental) at no additional cost. Usage of other charging stations will be at your own cost and paid directly to the charging station operator. The charging key fob must be kept on the car key ring at all times. You will be charged the Lost Charging Key Fob Fee for each missing charging key fob, and we must be immediately notified of any such loss or theft.

## 19. MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

19.1 As detailed in section 9 (*What are the other fees/charges I may have to pay?*) you will be required to provide a deposit when you pick up the Vehicle to cover any additional charges that may arise during your use of the Vehicle over the Hire Period, and will be taken as a pre-authorisation on your credit card or a charge on your debit card.

You can pay the deposit by debit card or credit card and we've set out below what will happen for each payment method. If you have prepaid your daily rental charges we will need to see the card that you used for the prepayment before we release the Vehicle to you but you can pay for your deposit using a different payment method if you wish.

**Credit cards:** we will request an electronic authorisation from the issuing bank to ring-fence the deposit value against the card but not actually withdraw the funds. The available credit on the card will be reduced by the deposit value but the amount will not appear on your monthly statement. Provided there are no extra charges and/or fees to pay when you return the Vehicle to us at the end of the Hire Period and it has been checked-in then the deposit amount will be released;

**Debit cards:** we charge the deposit value against your debit card account. Please note that the funds available to you in your bank account will be reduced by the charged amount so you should ensure that other payments you may need to make from this account will not be compromised as a result. Provided there are no extra charges and/or fees to pay when you return the Vehicle to us at the end of the Hire Period and it has been checked in then the deposit amount will be refunded.

19.2. You agree that at any time during or after the Hire Period any and all additional charges that may arise under the contract or related to your rental of the Vehicle can be offset against your deposit and, where the deposit is insufficient, that we can apply such charges (i.e. the full amount or the difference between the amount we are entitled to and any deposit) to the credit or debit card presented by you before entering into the Contract or we can issue an invoice to you for those sums that will be payable within 14 days of the date of the invoice.

19.3. If there are no additional charges that need to be paid for when you return the Vehicle to us at the end of the Hire Period then the deposit value will be released to your credit card or refunded in full to your debit card (whichever applies to the method of payment you used to provide the deposit at the start of the Hire Period). Please note that it may take up to 10 working days for the deposit monies to be available in your credit or debit card account depending on your bank or card provider.

## **20. CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?**

20.1. If your payment card was issued in a country outside of the Republic of Ireland then, when you come to collect the Vehicle, we will ask you to choose whether you wish to pay either in euros (EUR) or to pay in your credit card's base currency (credit card billing currency).

20.2. If you wish to make payment in the credit card billing currency then the invoiced amount will be converted at the exchange rate determined on the day of payment. You will also be charged commission on the exchange of 3.5%, which will replace the conversion normally applied by the issuing bank.

20.3. Any delayed or amended charges (for example if we receive any traffic penalties or parking charges after you have returned the Vehicle) will be made in the currency you chose for your Hire Period and using the exchange rate applicable on the day they are processed. If for whatever reason the conversion cannot be processed by Europcar the transaction will be submitted in EUR.

## **21. HOW IS EUROPCAR PROTECTING AND USING MY PERSONAL INFORMATION?**

21.1. We collect and process your personal information to enable us to provide our services to you including the provision of Vehicle rental services. This personal information is collected strictly in accordance with the requirements of the Data Protection Act. Please see our Privacy Policy for further details.

21.2. You have a right to access, rectify and delete the personal information collected and used in accordance with your use of Vehicle Rental services. You may exercise this right by contacting us at:

**By Post: The Data Protection Officer, Europcar Ireland, 35 Northwood Court, Northwood Business Park, Santry, Dublin 9, Ireland.**

**Email: [dpo@europcar.com](mailto:dpo@europcar.com)**

**By accepting these T&Cs you expressly acknowledge having received a copy of the Privacy Policy and accept its terms.**

## **22. ARE THE VEHICLES EQUIPPED AND CONNECTED WITH A GEOLOCATION SYSTEM?**

22.1. We may use electronic equipment installed in the Vehicle for the following purposes:

22.1.1. to manage the rental journey (delivery, collection, vehicle maintenance, billing etc);

22.1.2. to identify and prevent crime and fraud;

22.1.3. ensure that obligations under the Rental Agreement are met (e.g. if the Vehicle is not returned at the end of the Hire Period, or if the Vehicle is used outside of the authorised geographical area, such as crossing the border between the Republic of Ireland and Northern Ireland);

22.1.4. to detect, verify and investigate accidents and damage to the Vehicle;

22.1.5. to assist us in managing our fleet (such as monitoring the vehicle condition, mileage, fuel level, operational and diagnostic data, collision alerts etc).

22.2. This information can be used both during and after the end of the Hire Period. For further information about our connected vehicle data processing, please see our dedicated privacy policy <https://www.europcar.ie/en-ie/p/legal-information/connected-cars-privacy-policy>

22.3. Under no circumstances should you disconnect the electronic equipment installed in the Vehicle. In the event of disconnection and/or non-return of the equipment, we may charge you additional fees as set out in the Tariff Guide.

## **23. WHAT HAPPENS IN CASE OF A DISPUTE RELATED TO MY RENTAL?**

### **23.1. Our Liability**

23.1.1. We will be responsible for personal injury or death that is caused by our negligence.

23.1.2. You accept that in certain circumstances it will not be possible to provide you with a Vehicle or to provide you with the Services you have reserved. In such circumstances or if we are in breach of this Contract, you agree that our maximum liability for any losses (including any loss of profits, loss of business, business interruption or loss of business opportunity) in contract or tort will be limited to the value of the Vehicle hire and/or any ancillary services you reserved during the booking process.

### **23.2. Customer Service**

23.2.1. Wherever your rental took place, you can choose to consult with the Customer Services department in your country of residence. Your Customer Services team will contact the country of your rental on your behalf and try to resolve your query.

23.2.2. You can contact the Irish Customer Services team:

23.2.2.1. by phone on **01 8122880** (which will be charged at the standard landline rate (or similar) but other networks will vary depending on your service provider); or

23.2.2.2. by email to [customerservicesie@europcar.ie](mailto:customerservicesie@europcar.ie); or

23.2.2.3. If you prefer, you can write to us in the Republic of Ireland at **35 Northwood Court, Northwood Business Park, Santry, Dublin 9**

23.2.3. Whether you call us or write to us we'll aim to respond to your query or complaint within 10 working days of receiving your communication. If we can't respond in these timescales, we'll tell you why and let you know when we aim to reply to you.

23.2.4. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time of your booking.

23.2.5. If, after you have consulted with our Customer Services team, you have a further dispute in regard to your query then you have the right to appeal to ECRCS details of which can be found under section 24.2.

23.2.6. We are under a legal duty to provide Vehicles that are in conformity with the Contract. Nothing in these terms will affect your legal rights or remedies.

### **23.3. Applicable Law & Jurisdiction**

In case of any dispute regarding your rental, the applicable law will be the law of the country of pick-up of the Vehicle. For example, if you pick up the Vehicle in the Republic of Ireland then, irrespective of your nationality or your place or residence, you agree that the applicable law will be Irish law and subject to the jurisdiction of the Irish courts.

### **23.4. Circumstances Beyond our Control**

We will not be in breach of this Rental Agreement or liable to you for delay in performance or failure to perform any of our obligations under the terms of this Rental Agreement, if this happens because of events or circumstances that are beyond our reasonable control.

## **24. IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?**

24.1. The Car Rental Council of Ireland has published a code of best practice for the car rental industry in Ireland. You may obtain a copy directly from them.

24.2. In the event we are unable to resolve any complaint you may have, then you may escalate your complaint to either (i) the Car Rental Council of Ireland for complaints concerning non-cross border transactions; or (ii) the European Car Rental Conciliation Service (ECRCS) for complaints concerning cross-border transactions.

## **25. GENERAL**

### **25.1. Animal Policy**

25.1.1. We do not allow any animals other than assistance dogs ('Assistance Dogs') to be transported in our Vehicles.

25.1.2. We do not supply dog guards or any other form of animal restraint for our Vehicles. If you are travelling with an Assistance Dog you are therefore responsible at all times for its behaviour, safety and well-being. This responsibility includes ensuring that the Assistance Dog is suitably restrained at all times so that it remains safe and it does not distract the Driver, or cause risk or injury to you or any other passengers sharing the Vehicle with you.

25.1.3. We do not under any circumstances accept liability for damage suffered by the Vehicle or for injury caused to the Assistance Dog or to you or the Driver or to any passengers as

a result of your failure to keep the Assistance Dog appropriately restrained and/or controlled.

25.1.4. In addition you are required to return the Vehicle to us in the same condition as it was at the start of the Hire Period (fair wear and tear excepted). If it is returned to us in a dirty or messy and/or damaged condition to the extent that it will require specialist cleaning and/or repair before it can be rented to the next customer then you will be liable for the valet or special cleaning charge described in sections 9.3.2 above and for any Light Damage or Serious Damage repairs (if appropriate) as described in sections 12.8 and 12.10 above.

### **25.2. Notifications**

All notifications that need to be served on either you or us in regard to your Rental Agreement will be sent to the address indicated in the Rental Agreement unless either of us notifies the other party to the contrary.

### **25.3. Ending the Rental Agreement Early**

25.3.1. If you breach the Contract, we reserve the right to cancel the Contract and require the immediate return of the Vehicle. This includes, but is not limited to:

25.3.1.1. failing to make a payment or a payment fails to clear in relation to the Contract or consistent and repeated late payment of any charges payable under the Contract. Please note that where any sums remain outstanding in relation to any other Contract or Rental Agreement you have or have had with us previously, we reserve the right to cancel this Contract where payment of such sums is not made on demand;

25.3.1.2. failing to comply with any of the obligations listed in section 5;

25.3.1.3. if we believe you are no longer in possession or control of the Vehicle or its keys;

25.3.1.4. if you have incurred successive penalties such as, but not limited to, parking, congestion or bus lane fines;

25.3.1.5. the Vehicle is involved in an accident and it is appropriate to end the hire or you have failed to cooperate with the insurer or their appointed claims handler;

25.3.1.6. the Vehicle has been deliberately or recklessly damaged by yourself or a third party, other than as the result of a genuine accident;

25.3.1.7. we have grounds to believe the Vehicle is at risk.

25.3.2. Should you fail to return the Vehicle when requested, we will treat it as stolen and initiate our Vehicle recovery process, which will include reporting the matter to the police. We will take all lawful means to recover the Vehicle (which may include repossessing it or applying for a Court Order requiring you to return it and/or pay us an amount equal to the Vehicle's market value). If we have to take such steps then:

25.3.1.1. you give us permission (and cannot withdraw it) to access your premises for the purposes of repossessing the Vehicle so long as we do not use unreasonable force or cause damage; and

25.3.1.2. you must pay the charges and fees set out in the Tariff Guide, plus our reasonable legal and professional costs (to the extent not covered by the Tariff Guide).

25.3.2. If you are a consumer, we may end the Contract immediately if we discover that any of your belongings have been taken away from you to pay off your debts, or a receiving

order has been made against you or steps have been taken to make you bankrupt or for you to enter into an individual voluntary arrangement.

25.3.3. If you are a company, we may end the Contract immediately if you go into any form of insolvency or you call a meeting of creditors or we discover that any of your goods have been taken away from you to pay off your debts or receive adverse information or fraudulent financial information.

25.3.4. If we enter into any form of insolvency process then we will be entitled to immediately end the Contract and require the immediate return of the Vehicle.

25.3.5. If you are ending the Contract for one of the reasons set out below, the Contract will end immediately and we will refund you in full for any Vehicle which has not been provided or has not been provided properly. The reasons are:

25.3.5.1. we have told you about an error or a change in the price or description of the Vehicle you have booked and you do not wish to proceed;

25.3.5.2. we have suspended hire of the Vehicle for technical reasons, or notified you we are going to suspend hire of the Vehicle for technical reasons, in each case for a period of more than 14 days without providing a suitable alternative vehicle to replace the (suspended) Vehicle for the remainder of the Hire Period; or

25.3.5.3. you have a legal right to end the Contract because of something we have done wrong.

25.3.6. If the Contract ends it will not affect our rights under the Contract, including the right to receive and/or claim any amounts which you owe to us under the Contract.

25.3.7. If you end the Contract after the Vehicle is delivered to you, you must return the Vehicle to us. If you are ending the Contract because we have told you of an error or change in pricing or description or because you are exercising your legal rights to end the Contract because of something we have done wrong then we will pay the costs of return.

## 26. INSURANCE AND PROTECTION PROVISIONS

26.1. This section 26 summarises the protection and insurance products we offer that are designed to cover your potential financial exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without them, you will be personally responsible for the financial consequences:

26.1.1. **Liability to a Third Party** which means **other people's** bodily injury or death and/or damage to their property that occurs because of an accident or incident that you may cause.

26.1.1.1. Damage to a third party's property could include a third party's vehicle and its contents, buildings or their contents, machinery or personal possessions.

26.1.1.2. The cost of any business interruption associated with either the third party's injury or death and/or the damage to their property will also form part of this liability.

26.1.2. **Damage to or theft of the Vehicle.** This may be a result of a collision or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable and we write it off; or it may be stolen and not recovered.

26.1.3. If you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers may be covered by our

Third Party Liability insurance, your own death or injuries, together with the possible associated consequences of it, will not. You can, however, be protected from such circumstances if you purchase our Personal Benefits Membership. Details are available under section 26.7 below.

## 26.2. Definitions

For the purposes of these Insurance and Protection provisions we have given the following words or expressions a particular meaning:

**Abnormal use:** means that your use of the Vehicle whilst you are in charge of it doesn't comply with the Road Traffic laws that prevail and/or does not meet with the requirements of these T&Cs and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver

**Accident Report** means a full and complete signed statement (including any other document(s)) which records all of the facts of an accident or incident as they occurred. For example, how the event occurred, the nature of the damage to the Vehicle, the location where the incident took place, the dates and circumstances and any potential witness details

**Basic Cover** means our standard protection products of collision damage (or damage liability) waiver and theft waiver covers that are included in rentals, unless you opted for a rate exclusive of Basic Cover when booking your rental (where available - see clause 9.2). If Basic Cover is included in the rental charge then, as long as you have complied with these T&Cs and have not committed a breach of any applicable laws, your financial liability for the total charge for damage resulting from an accident or incident or the theft or attempted theft of a Vehicle will be no more than the Excess amount

**Bodily Injury (or bodily injury)** means any physical injury or psychological damage suffered by a person that is caused as the direct result of an accident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease

**Book value:** means the value of the Vehicle calculated by an industry recognised system which provides a figure that is the difference between the retail value and the trade value of the Vehicle at the time of the incident.

**Collision (or collision)** means the impact of the Vehicle with another fixed or moving body or object

**Excess amount** is a specified sum of money that, provided you have complied with these T&Cs and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the damage caused to the Vehicle as a result of a collision or its attempted theft during the Hire Period; or the loss of a Vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Excess amount is a non-waivable sum that is governed by the conditions of the Protection product you have purchased.

**Hire Period** means the period of time you wish to rent the Vehicle from us. This is specified on the rental agreement and will not exceed 35 days

**Loss of Use** is a charge to take account of our loss of revenue: (i) while the Vehicle is being repaired or while it has been seized; or (ii) on a Vehicle which is a Total Loss (as described in section 12). We calculate Loss of Use on the basis of the daily rental rate set out in the Rental Agreement

**Partial Cover** is a mandatory cover required to be procured if a customer is using a debit card to pay for the rental and Excess. The Excess amount will be reduced to €250 only.

**Passenger** means **any person other than the driver** that is being transported or is travelling in or on the Vehicle on a gratuitous basis. A Passenger is viewed as a Third Party under the mandatory Third Party Liability insurance regimes

**Premium Protection** is a cover that reduces the Excess amount to zero if a credit card is being used for payment.

**Protection (or protection)** in these Insurance and Protection provisions applies to the means by which your financial liability for any damage to or loss of a Vehicle is limited to the Excess amount. It should be noted that this Protection is not provided by way of an insurance policy

**T&Cs** means the documents that, together, form the Contract.

**Third Party** means any party to an incident other than the driver of the Vehicle. For the avoidance of doubt a Passenger is deemed to be a Third Party

**Third Party Liability insurance** means insurance that provides the driver of a Vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident that occurs whilst you are using the Vehicle. Third Party Cover is a mandatory legal requirement and it is therefore an integral part of our rental service. The price of it is included in the rental charge.

**Vehicle** means the vehicle you will be renting from us or you will be driving with our authorisation.

**We or we/ Us or us / Ours or ours** means Europcar in the United Kingdom.

**You or you / Yours or yours** means any driver that is named on the rental agreement.

### 26.3. Mandatory Third Party Liability Insurance

We are required by the laws of all of the countries in which we operate our vehicle hire services to insure our Vehicles against liability for any loss or damage caused to Third Parties. Third Party Liability insurance is therefore automatically included as part of our vehicle hire services and you will be covered for the consequences others may suffer as a direct result of your actions whilst you are driving the Vehicle, up to the level legally required by the country in which you are renting the Vehicle.

#### 26.3.1. What am I covered for?

You will be insured against liability for the following damage that you cause when you are using the Vehicle:

26.3.1.1. bodily injury or death suffered by Third Parties; and

26.3.1.2. property damage sustained by Third Parties and losses and costs arising as a consequence of the damage.

#### 26.3.2. What is excluded from the cover?

Third Party Liability insurance does not cover:

26.3.2.1. bodily injury or death that you (the driver at the time of the collision) may suffer; or

26.3.2.2. any damage to or loss of your personal property or possessions; or

26.3.2.3. any damage caused to the Vehicle.

#### 26.3.3. What is the amount of my financial exposure for Third Party Liability?

You will be covered for the sums owed as a consequence of any Third Party Liability arising as the result of a collision that you may cause up to the level legally required by the country in which you are renting the Vehicle, provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations) or these T&Cs.

However, if you didn't comply with those laws and/or regulations and/or these T&Cs then, whilst our insurer will still fulfil its obligations to Third Parties under the Third Party Liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident.

#### 26.3.4. How to notify us?

Where an incident occurs that involves Third Parties it is important that you do your utmost to report the collision to us on 01 8122888 at the earliest possible opportunity providing full details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident).

### BASIC PROTECTION PRODUCTS

#### 26.4. Collision Damage Waiver

**Our Collision Damage Waiver cover, also referred to as our Collision Damage Product**, limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our Basic Cover and comply with the applicable laws and these T&Cs then we will pay for any damage to the Vehicle that exceeds the Excess amount (including any Engineer's Charge (as set out in the Tariff Guide) and a Loss of Use Charge calculated as indicated in section 12.11.2.1, but not the Light Damage Administration Charge or the Serious Damage Administration Charge or the Tyres, Windscreen and Essential Items Damage Administration Charge, which you will remain liable to pay).

Collision damage waiver cover is included in the daily rental charge for the majority of rentals, unless you opted for a rate exclusive of Basic Cover when booking your rental (where available - see section 9.2). In these circumstances, the Basic Cover package (which includes collision damage waiver) may not be included in the rate and you will need to confirm to us at the point of collection that you have similar and acceptable waiver cover through your credit card before we will release a Vehicle to you. We do not accept personal insurance policies (except corporate fleet insurance and vehicle replacement personal insurance transfer - see section 9.2.2) or any third-party waiver products that can be purchased online via a Broker or similar trader.

Collision damage waiver does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

#### **26.4.1. What does this protect me against?**

Collision damage waiver cover limits your liability for damage to the Vehicle to a maximum sum of the Excess amount, plus the Light Damage Administration Charge or the Serious Damage Administration Charge, in circumstances where:

26.4.1.1. you collide with a fixed or moving object; or

26.4.1.2. the Vehicle is subject to an act of vandalism while you are driving or using it; or

26.4.1.3. any glass, lights or reflectors are damaged or broken or tyres are damaged or punctured during a collision.

#### **26.4.2. What is excluded from the Protection?**

The Collision Damage Waiver will not operate to limit your liability as set out above in circumstances where the damage to the Vehicle is caused:

26.4.2.1. by the wilful acts of the driver; or

26.4.2.2. by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or

26.4.2.3. by the Vehicle hitting a bridge, car park barrier or other overhead object; or

26.4.2.4. by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended; or

26.4.2.5. by your negligence (which is behaviour that falls below the standards expected of a reasonably sensible driver in similar circumstances) or the negligence of your Passengers (for example a fire caused by the use or disposal of cigarettes, e-cigarettes or cigars); or

26.4.2.6. because the keys are lost, stolen or damaged,

Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the Hire Period is not covered by the Collision Damage Waiver.

#### **26.4.3. What must I do to benefit from the Protection?**

##### **You must:**

26.4.3.1. \*\*purchase the protection if it is not included in the rental charge;

26.4.3.2. \*\*comply with these T&Cs and all applicable laws and local traffic regulations when you are driving the Vehicle;

26.4.3.3. \*\*notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your Hire Period. Notification should be made on telephone number 01 8122888 providing full details of the incident.

\*\* these are the minimum requirements.

#### **26.4.4. What is the amount of my financial exposure?**

If you have not purchased this Protection and during the Hire Period the Vehicle is damaged, you will not benefit from the limitation of liability set out above and you will be liable to pay the sums set out in section 12 above in full. If you have purchased this Protection and, provided you have complied with these T&Cs and the applicable law and road traffic regulations, then the maximum you will have to pay us is the Excess amount, plus the Light Damage Administration Charge or the Serious Damage Administration Charge or the Tyres, Windscreen and Essential Items Damage Administration Charge.

#### **26.5. Theft Waiver**

**Our Theft Waiver cover, also referred to as our Theft Product**, limits your financial exposure for loss of the Vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism during the Hire Period. If you have purchased this product then, provided you have complied with these T&Cs, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount (including any Engineer's Charge (as set out in the Tariff Guide) and a Loss of Use Charge, but not the Light Damage Administration Charge, the Serious Damage Administration Charge or the Tyres, Windscreen and Essential Items Damage Administration Charge, which you will remain liable to pay).

Theft waiver cover is included in the daily rental charge for the majority of rentals unless you selected a rate exclusive of Basic Cover when booking your rental (where available - see clause 9.2). If this is the case, the Basic Cover package (which includes theft waiver cover) will not be included in the rate and you will need to confirm to us at the point of collection that you have a similar and acceptable waiver cover in place through your credit card provider, before we will release a Vehicle to you. We do not accept personal car insurance policies (except corporate fleet insurance and vehicle replacement personal insurance transfer - see section 9.2.2) or any third-party waiver products that can be purchased online via a Broker or similar trader.

#### **26.5.1. What am I protected against?**

Theft waiver cover protects you against liability for any amount greater than the Excess amount, plus the Light Damage Administration Charge or the Damage Administration Charge in circumstances of:

26.5.1.1. the theft of the Vehicle and any accessories following an occurrence of breaking and entering (accessories being any supplementary component that is installed in or on the Vehicle that improves its specification);

26.5.1.2. the attempted theft of the Vehicle and of any accessories;

26.5.1.3. any act of vandalism to the Vehicle whilst it is stationary and left unattended by you;

26.5.1.4. any glass, lights or reflectors that may be damaged or broken or tyres that are damaged or punctured as a result of the theft.

#### **26.5.2. What is excluded from the Protection?**

Theft waiver cover will not protect you and you will not benefit from the limitation of liability set out above in the following circumstances:

26.5.2.1. the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a

result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorised person; your failure to use the anti-theft system appropriately when the Vehicle is left unattended; any failure by you to return the keys to us within 48 hours of notification of the theft to us; or if you left the Vehicle unlocked when you weren't using it;

26.5.2.2. theft of or damage to personal and/or work related goods or possessions and any goods being transported in or on the Vehicle.

### **26.5.3. What must I do to benefit from the cover?**

#### **You must:**

26.5.3.1. \*\*purchase the product if this is not included in the rental charge;

26.5.3.2. \*\*comply with these T&Cs as they apply to the theft or potential theft of a Vehicle;

26.5.3.3. \*\*notify the Garda/Police of any incident or event immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the Garda/Police;

26.5.3.4. notify the pick-up station of the theft, within 24 hours of the time you discover the Vehicle is missing; and

26.5.3.5. return the keys to the pick-up station within 48 hours of such notification.

\*\* These are the minimum requirements.

### **26.5.4. What is the amount of my financial exposure?**

If, during your rental, the Vehicle is stolen or is damaged in an attempted theft or due to vandalism and you have not purchased theft waiver cover then you will be liable to pay, in full, the relevant sums set out in section 12 above.

With theft waiver cover, provided you have complied with these T&Cs, the maximum you will have to pay us is the Excess amount, plus the Light Damage Administration Charge or the Serious Damage Administration Charge or the Tyres, Windscreen and Essential Items Damage Administration Charge.

## **PREMIUM PROTECTION PRODUCTS**

You can choose to limit your financial exposure further by purchasing the following excess reduction products. Please be aware that there are nevertheless exclusions as described below.

### **26.6. Premium Protection and Partial Cover**

#### **26.6.1. What am I protected against?**

If you have purchased this product the Excess amount will be reduced. You must purchase Partial Cover if paying by Debit card.

#### **26.6.2. What is excluded?**

You are not protected under this product:

26.6.2.1. against the damage to the Vehicle if it arises because of wilful acts or negligence that you commit whilst using the Vehicle and which causes damage (this would include any misfueling of the vehicle and any replacement key costs for lost keys); or

26.6.2.2. damage to tyres on the Vehicle arising from any Abnormal use of the Vehicle.

### **26.6.3. What must I do to benefit from the Premium Protection or Partial Cover?**

#### **You must:**

26.6.3.1. purchase it;

26.6.3.2. comply with these T&Cs (in particular the CDW and TW requirements set out in this section 26), all applicable laws and local traffic regulations when driving the Vehicle;

26.6.3.3. notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your Hire Period. Notification should be made to us on telephone number **01 8122880**, providing full details of the incident, (the nature of damage to the Vehicle, the location where the incident took place, the dates and circumstances and the potential witness details).

### **26.6.4. What is the amount of my financial liability?**

26.6.4.1 The Excess amount will be €250 for vans, if a credit card is being used for payment and Premium Protection is procured.

26.6.4.2 The Excess amount will be zero if a credit card is being used for payment and Premium Protection is procured.

26.6.4.3 The excess amount will be €250 if a debit card is being used for payment and mandatory Partial Cover is procured.

### **26.7. Personal Benefits Membership**

Personal Benefits Membership covers the driver for personal injuries or fatalities up to €31,750 in the event of an accident.

### **26.8. Protection Plus**

Enhanced cover that may be added to a Stand Liable reservation pursuant to section 9.2.2.

#### **26.8.1. What am I protected against?**

If you have purchased this product, you will not have to pay for any damage to tyres or windscreens, or the cost associated with recovering the vehicle.

#### **26.8.2. What is excluded?**

All vehicle body damage.

#### **26.8.3. What must I do to benefit from Protection Plus?**

##### **You must:**

26.8.3.1. purchase it;

26.8.3.2. comply with these T&Cs, all applicable laws and local traffic regulations when driving the Vehicle;

26.8.3.3. notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your Hire Period. Notification should be made to us on telephone number **01 8122880**, providing full details of the incident, (the nature of damage to the Vehicle, the location where the incident took place, the dates and circumstances and the potential witness details).

### **26.9. How to notify us?**

It is important that you do your utmost to properly complete and sign an accident claim form which will be made available on request. This gives us all relevant details of the incident and will allow us to ensure your claim is being handled as efficiently as possible. The accident claim form should be transmitted to us within a maximum of 5 working days of the collision or incident.

#### **27. GoCar by Europcar**

This is a contactless car rental experience available at certain locations. You will be required to download the GoCar app on your mobile device, create an account and accept the applicable terms and conditions of use. Premium Protection with zero excess is included with this product. Further details: <https://www.europcar.ie/en-ie/p/gocarbyeuropcar>

# Tariff Guide

Updated: February 2026

The following are products we offer that you may buy when you pick up the Vehicle. These are not included in the rental charges.

Some are optional:

General Products		Charge (inclusive of VAT)
Additional Driver	Applies to each additional driver	€11.35 per day
Baby Seat	Applies to each seat provided. If there is more than 1 seat per rental, a maximum charge of €80.00 will apply.	€8.00 per day up to a maximum of €50.00
Booster Seat	Applies to each seat provided. If there is more than 1 seat per rental, a maximum charge of €80.00 will apply.	€8.00 per day up to a maximum of €50.00
Non-Return of Baby/Booster Seat	In the event the equipment is not returned, this charge will apply	€150.00
SatNav/GPS		€12.00 per day up to a maximum of €90.00
Non-Return of SatNav/GPS	In the event the equipment is not returned, this charge will apply	€200.00

Services		Charge (inclusive of VAT)
One Way within Republic of Ireland	For returns to a location different to that of pickup	€0.00 - €170.00
One Way to Northern Ireland	For returns to a Northern Ireland drop off location. <i>Vehicles are not allowed to be taken off the Island of Ireland (penalties apply)</i>	€300
International Travel Charge	Vehicles are not allowed to be taken off the Island of Ireland – daily penalties apply	€100 per day
International Travel Administration Fee	The cost of handling a Vehicle being taken off the island of Ireland	Up to €300
International One Way	The cost of recovering the Vehicle	Up to €5,000.00
Cross Border Travel	Allowed into Northern Ireland <b>Only</b> – Vehicles are <b>not</b> allowed off the island of Ireland	€34.05

Meeting Late Flight Arrivals Charge	For meeting delayed flights arrivals that arrive after our branch closing time	€60.00
Out of Hours	On request only	€40.00
Delivery / Collection	On request only	€35.00 plus mileage

Convenience Products		Charge	(inclusive of VAT)
Arrive and Drive (Dublin Airport Only)	This applies if you wish to collect your vehicle from the car park at Dublin Airport Terminal 1 or Terminal 2		€35.00
Terminal Return Fee	This applies if you return the Vehicle (i) to the incorrect terminal at Dublin Airport; or (ii) to the terminal at Shannon Airport during normal opening hours for Shannon Airport rental station.		€35.00
Houseboat Deliver and Collect	Houseboat delivery/collection (Requests from TUI only)		€175.00
Upgrade	Optional charge if you upgrade your vehicle on collection or during your rental	As notified at time of upgrade	
Prepaid Fuel	Customers can choose our prepaid fuel option at the beginning of their rental at our special discounted rates. For the driver's convenience, there is no need to refill the car. With this option, no refunds will be given for unused fuel. Prices for this option are set locally.		discounted rate
Standard Refuelling	Customers can return the car as they wish. Should the car return less than full, the customer will be charged a local refuelling fee plus the standard fuel price per litre.		local rate
Refuelling Administration Charge	Administrative cost in refueling the vehicle.		€30.00
Charging Key Fob charge	Daily charge for use of the Charging Key Fob to charge the Electric Vehicle at the notified charging station network.	€20.00 per day	
Lost Charging Key Fob Fee	Fee for replacement of a lost and/or stole Charging Key Fob		€100.00

Surcharges		Charge	(inclusive of VAT)
Airport Pickup	Applies unless airport surcharge is included in your rate		€28.38
Location Surcharge	Applies unless location surcharge is included in your rate		€28.38
Vehicle Licence Fee	Applies unless vehicle licence fee is included in your rate	€4.07 per day	

Young Driver Surcharge

This is a mandatory charge for all drivers under the age of 26.  
*(Drivers aged 22, 23, 24 and 25)*

€30.00 per day per young driver

Additional Fees		Charge (inclusive of VAT)
Valeting Fee	In the event of excessively dirty interior that requires a valet clean rather than our standard ready for rent clean	Up to €500
Lost/Stolen Key Replacement	The cost to replace lost, stolen or damaged keys	See light damage section
Reservation Amendment Fee	To cover our administration costs each time you amend any details of your booking before the Hire Period is due to start and you give us less than 48 hours' notice of the change or for any modifications you may wish to make once the Hire Period has started	€10.00
No Show Fee	This charge will apply if you did not cancel your pre-paid booking and you do not collect your Vehicle	€95.00
Cancellation Fee	This charge will be made if you tell us you wish to cancel your prepaid booking, but you give us less than 48 hours' notice	€50.00
Fine Admin Fee	Applies if we have to provide your details to any third parties (for example for unpaid speeding fines)	€30.00
Unpaid Charges Admin Fee	Applies if we have to recover unpaid charges associated with your rental. Reasonable legal fees, statutory court costs and interest may be payable in addition to this fee	€30.00
Third Party Admin Fee	Applies if we have to provide your details to any third parties (for example for unpaid parking charges)	€30.00
Damage Admin Fee	Applies if we have to charge you for damage (other than light damage or tyre replacements) caused to the Vehicle whilst you are in possession of it. This charge pays for the back-office resources required to process associated paperwork with respect to serious damage and total loss, including calculation of the applicable Loss of Use Fee and liaison with the engineer.	€55 - 100
Non-Declaration of Accident Fee	In the event of an accident that is not reported by the driver, a non-declaration fee will apply to cover the cost of back office resources needed to complete any claims documents	€200.00
AA Callout Fee		€200
Additional Rental Days	The local daily rate at the time of rental will apply	€1.00 - €300.00
Unauthorised Extension Fee	Applies if you don't let us know that you wish to extend the length of your Hire Period at least 2 working hours before it is due to be returned to us	€50.00
M50 Toll Administration Fee	Administration Fee for processing the automated M50 Toll charge and	€1.23

Lost Property Handling Fee	recharging to the hirer. Administration costs of handling the storage and return of lost property	€35
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Excess Reduction Products		Charge (0% VAT)
Premium Protection	If you have purchased this product the Excess amount will be reduced to zero for cars and €250 for vans.	See below
Roadside Assistance (RSA)	Protects the driver against recovery charges for non-mechanical breakdown or driver error incidents (e.g. worn clutch, flat battery, keys locked in vehicle) which would normally be chargeable.	See below
Personal Benefits Membership (PBM)	Covers the driver for personal injuries or fatalities up to €31,750 in the event of an accident.	€7 Per Day
Complete Car Cover (CCC)	It is an optional protection package which combines Premium Protection and RSA.	See below
Premium Cover (PC)	It is an optional protection package which combines Premium Protection, RSA and PBM.	See below
Partial Cover	If paying for the rental or Excess by debit card then this is a mandatory product. The Excess amount will be reduced to 250 euros	See below
Protection Plus	Enhanced cover that may be added to a Stand Liabile reservation pursuant to section 9.2.2, to cover damage to tyres or windscreens, or the cost associated with recovering the vehicle.	See below

Daily cost of protection products in Euros

Note: 0% VAT on all protection products

Vehicle Type	Vehicle SIPP	Standard Excess (includes CDW and THW)	CDW (extra for CDW exclusive products)	THW (extra for CDW exclusive products)	RSA	PREMIUM	PREMIUM (for CDW exclusive products)	PROTECTION PLUS	SHAREBOX	CCC (Complete Car Cover)	PC (Premium Cover)
Manual Cars	MBMN	€1,800	€25.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	MDMN	€1,800	€25.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	EBMN	€1,800	€25.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	EDMN	€1,800	€25.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	CBMN	€1,800	€25.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	CDMN	€1,800	€25.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	CDMR	€1,800	€25.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	CDMD	€1,800	€25.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	CWMR	€2,500	€27.00	€9.25	€5.55	€23.00	€53.75	€10.00	-	€28.00	€34.50
	CFMR	€1,800	€27.00	€8.00	€5.55	€23.00	€46.00	€10.00	-	€26.00	€31.00
	IDMN	€2,500	€27.00	€9.25	€5.55	€25.00	€53.57	€10.00	-	€28.00	€34.50
	IDMR	€2,500	€27.00	€9.25	€5.55	€25.00	€53.57	€10.00	-	€28.00	€34.50
	IDMD	€2,500	€27.00	€9.25	€5.55	€25.00	€53.57	€10.00	-	€28.00	€34.50
	IFMR	€2,500	€27.00	€11.00	€5.55	€28.00	€61.00	€10.00	-	€32.00	€38.00
	IFMD	€2,500	€27.00	€11.00	€5.55	€28.00	€61.00	€10.00	-	€32.00	€38.00
	FDMR	€3,000	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€34.00	€40.00
	SVMR	€3,000	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€34.00	€40.00
	FVMR	€3,000	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€34.00	€40.00
Automatic Cars	EDAN	€2,000	€27.00	€9.25	€5.55	€24.00	€63.00	€10.00	-	€28.00	€33.50
	EDAH	€2,000	€27.00	€9.25	€5.55	€24.00	€52.75	€10.00	-	€28.00	€33.50
	CDAR	€2,000	€27.00	€9.25	€5.55	€24.00	€52.75	€10.00	-	€28.00	€33.50
	CDAH	€2,000	€27.00	€9.25	€5.55	€24.00	€52.75	€10.00	-	€28.00	€33.50
	CFAR	€2,000	€27.00	€9.25	€5.55	€24.00	€52.75	€10.00	-	€28.00	€33.50
	IDAR	€2,500	€27.00	€9.25	€5.55	€25.00	€53.75	€10.00	-	€30.00	€34.50
	IFAR	€2,500	€27.00	€11.00	€5.55	€28.00	€61.00	€10.00	-	€33.00	€38.00
	IFAH	€2,500	€27.00	€11.00	€5.55	€28.00	€61.00	€10.00	-	€33.00	€38.00
	FDAR	€3,000	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	GDAR	€3,000	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	PDAR	€3,500	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	UDAR	€3,500	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	PFAM	€3,500	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	UFAM	€3,500	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	LDAR	€3,500	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	SVAR	€3,000	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	FVAR	€3,000	€30.00	€11.00	€5.55	€30.00	€63.00	€10.00	-	€35.00	€40.00
	Electric Cars	CFAC	€2,500	€27.00	€11.00	€5.55	€28.00	€61.00	€10.00	-	€32.00
IFAC		€2,500	€27.00	€11.00	€5.55	€28.00	€61.00	€10.00	-	€32.00	€38.00
JFAC		€2,500	€27.00	€11.00	€5.55	€28.00	€61.00	€10.00	-	€32.00	€38.00

<b>Direct to Car (Deskless)</b>	<b>EZMN</b>	€1,800	€30.00	€8.00	€5.55	€30.00	-	€10.00	-	-	-
	<b>CZMR</b>	€1,800	€30.00	€8.00	€5.55	€30.00	-	€10.00	-	-	-
	<b>EZAN</b>	€2,000	€30.00	€9.25	€5.55	€30.00	-	€10.00	-	-	-
	<b>CZAR</b>	€2,000	€30.00	€9.25	€5.55	€30.00	-	€10.00	-	-	-
<b>Vans</b>	<b>EKMN</b>	€2,000	-	-	€5.55	€30.00	-	-	-	-	-
	<b>CKMN</b>	€2,000	-	-	€5.55	€30.00	-	-	-	-	-
	<b>IKMN</b>	€2,000	-	-	€5.55	€30.00	-	-	-	-	-

## CHARGES FOR LOSS OR DAMAGE TO THE VEHICLE OR ACCESSORIES

### LIGHT DAMAGE RELATED COSTS

Description	What is the charge for?	Cost inclusive of VAT (if applicable)
Light Damage to the Vehicle	You will be notified of the charges with respect to Light Damage to the Vehicle (which are the fixed sums set out in the Light Damage Charges Schedule or ascertained from a desktop assessment using industry standard software to estimate damage costs) once the Vehicle has been assessed at the end of the Hire Period. Light Damage is further explained in sections 12.8 and 12.9 of the T&Cs	You will be charged a Light Damage Administration Charge, <b>in addition to</b> the fixed sums set out in the Light Damage Charges Schedule or ascertained from a desktop assessment using industry standard software to estimate damage cost
Light Damage Administration Charge	Applies if we have to charge you for Light Damage caused to the Vehicle whilst you are in possession of it (and includes loss of or damage to any non-essential Accessories or keys, as identified in the Light Damage Charges Schedule or ascertained from a desktop assessment using industry standard software to estimate damage costs). This charge pays for the back-office resource required to process associated paperwork.	€55

### SERIOUS DAMAGE RELATED COSTS

Description	What is the charge for?	Cost inclusive of VAT (if applicable)
Damage to the Vehicle OTHER THAN (i) Light Damage, or (ii) Loss of or Damage to Essential Items or Tyre, or Windscreen Replacement or Repair, or (iii) where the Vehicle is determined by us to be a Total Loss	You will be notified of the charges with respect to damage to the Vehicle or for waste disposal or specialist cleaning once the Vehicle has been assessed at the end of the Hire Period. We consider serious damage to include, but not be limited to, circumstances where you have returned the Vehicle to us: (i) in an unclean condition indicating it has been used to carry raw or hazardous waste or it still contains raw or hazardous waste and the provisions of section 11.1.1.3 apply; or (ii) containing excessive amounts of refuse ; or (iii) in a condition that requires more than a valet clean or our standard ready for rent clean (for example if you or a passenger has smoked or used e-cigarettes in the Vehicle) and means we must engage specialist cleaners to return it to a rentable standard. As explained in section 12.11.1 of the T&Cs, you will pay us the sums we become liable to pay to our suppliers in recovering and/or repairing the Vehicle.	You will be charged: <ul style="list-style-type: none"> <li>• a Loss of Use Charge (calculated as indicated in section 12.11.2.1 of the T&amp;Cs),</li> <li>• an Engineer's Charge of between €123 - €185 (dependant on whether a field inspection is required);</li> <li>• a Serious Damage Administration Charge of €80; and</li> <li>• the cost we become liable to pay to our suppliers in recovering and/or repairing the Vehicle and/or the cost of using external experts for disposal of rubbish or specialist cleaning.</li> </ul>

Damage to the Vehicle, where the Vehicle is determined by us to be a Total Loss	You will be notified of the charges with respect to damage to the Vehicle, once the Vehicle has been assessed at the end of the Hire Period. As explained in section 12.15 of the T&Cs, you will pay us the sums representing the pre-accident value of the Vehicle and any Vehicle recovery charges, less any sums we recover in respect of the Vehicle when it is sold for salvage.	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>• a Loss of Use Charge (calculated as indicated in section 12.15.2 of the T&amp;Cs),</li> <li>• an Engineer's Charge of between €123 - €185 (dependant on whether a field inspection is required);</li> <li>• a Serious Damage Administration Charge of €90, and</li> <li>• the sums contemplated in section 12.15.1 of the T&amp;Cs</li> </ul>
Engineer's Charge	This applies if the Vehicle has suffered Serious Damage or is a Total Loss. It pays for an engineer to assess whether a damaged Vehicle is worth repairing and, as applicable, to: (i) liaise with the repairers to determine how it will be repaired and what it will cost; or (ii) determine the pre-accident value of the Vehicle and to arrange for the Vehicle to be sold for salvage. This charge is in addition to the Serious Damage Administration Charge	€123 (Desktop) - €185 (Field inspection)
Serious Damage Administration Charge	Applies if we have to charge you for Serious Damage caused to the Vehicle whilst you are in possession of it. This charge pays for the back-office resource required to process the paperwork associated with Serious Damage.	€200 (incl. VAT)

#### DAMAGE TO TYRES, WINDSCREENS AND LOSS OF OR DAMAGE TO ESSENTIAL ITEMS RELATED COSTS

Description	What is the charge for?	Cost inclusive of VAT (if applicable)
Loss of or Damage to Essential Item	If an Essential Item is lost or damaged during your Hire Period you will be notified of the applicable charges	<p>You will be charged</p> <ul style="list-style-type: none"> <li>• the sum(s) which we become liable to pay to our suppliers to replace or repair lost or damaged Essential Items;</li> <li>• the Fixed LOU charge; and</li> <li>• a Tyres, Windscreen and Essential Items Damage Administration Charge.</li> </ul>

	Emergency Call Out charge	<ul style="list-style-type: none"> <li>• €200 (incl. VAT) per call out</li> </ul>
Tyre Replacement or Tyre Repair	If the Tyre is Replaced or Repaired during your Hire Period you will be notified of the applicable charges	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>• the sum(s) which we become liable to pay to our suppliers for the Repair or the Replacement Tyre;</li> <li>• the Fixed LOU charge; and</li> <li>• a Tyres, Windscreen and Essential Items Damage Administration Charge.</li> </ul>
	Emergency Call Out charge	<ul style="list-style-type: none"> <li>• €200 (incl. VAT) per call out</li> </ul>
Windscreen Replacement or Repair	If the Windscreen is Repaired during your Hire Period you will be notified of the applicable charges	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>• the sum(s) which we become liable to pay to our suppliers for the Windscreen Replacement or Repair; and</li> <li>• the Fixed LOU charge</li> </ul>
	If the Windscreen is Replaced during your Hire Period you will be notified of the applicable charges	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>• the sum(s) which we become liable to pay to our suppliers for the Windscreen Replacement or Repair;</li> <li>• a Loss of Use Charge (calculated as indicated in section 12.11.2.1 of the T&amp;Cs); and</li> <li>• a Tyres, Windscreen and Essential Items Damage Administration Charge.</li> </ul>
	Emergency Call Out charge	<ul style="list-style-type: none"> <li>• €200 (incl. VAT) per call out</li> </ul>

Tyres, Windscreen and Essential Items Damage Administration Charge	Applies if we have to charge you for Loss of or Damage to Essential Items or Replacement Tyres or Windscreen or for a Tyre Repair as a result of damage caused whilst you are in possession of the Vehicle and the Replacement (Tyre and/or Windscreen) or Tyre Repair is carried out after you have returned the Vehicle to us at the end of the Hire Period. This charge pays for the back-office resource required to process associated paperwork.	€50
Fixed LOU	Set charge for Loss of Use of the Vehicle	€20

#### OTHER DAMAGE RELATED COSTS

Description	What is the charge for?	Cost inclusive of VAT (if applicable)
Vehicle Recovery Charge	Recovery of a Vehicle that has broken down or is damaged due to customer negligence, to include flat batteries and lost keys.	Up to €1000
Statutory Charge for Vehicle Seizure by Police/Garda	The cost to recover a Vehicle if it is seized by Police/Garda because of your breach of the T&Cs (please refer to section 5 (What are my obligations towards the Vehicle?))	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>• the sum(s) which we become liable to pay to the Police/Garda;</li> <li>• a Loss of Use Charge (as set out in section 12.17.3 of the T&amp;Cs); and</li> <li>• a reasonable administration fee of up to €250 (depending upon time taken and number of staff involved)</li> </ul>
Statutory Storage Charges following Police/Garda Seizure	Charges that are charged by the Police/Garda for storing a Vehicle following its seizure by them	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>• the storage sum(s) which we become liable to pay; and</li> <li>• a reasonable administration fee of up to €250 (depending upon time taken and number of staff involved)</li> </ul>

<p>Agent Recovery Charge</p>	<p>The cost we incur if, because of your breach of the T&amp;Cs (please refer to section 5 (What are my obligations towards the Vehicle?)), we have to instruct agents to recover a Vehicle on our behalf</p>	<p>You will be charged:</p> <ul style="list-style-type: none"> <li>• the sum(s) which we become liable to pay to the agent;</li> <li>• a Loss of Use Charge for each day that we do not have use of the Vehicle until repossession; and</li> <li>• a reasonable administration fee of up to €250 (depending upon time taken and number of staff involved)</li> </ul>
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**LIGHT DAMAGE MATRIX**

			*DE - No prices available from Independent source and therefore prices to be obtained through a Desktop Engineer							
Damage Area	Damage Element	Severities	FULL SIZE	PREMIUM	SPECIAL	COMPACT	INTERMEDIATE	ECONOMY	MINI	STANDART
FRONT	Bonnet	Scratch 2-5 cm	€579.37	€737.90	€534.96	€466.14	€517.69	€490.62	€355.90	€413.59
		Scratch >5-15 cm	€849.87	€1,011.13	€784.07	€676.43	€747.44	€690.29	€518.12	€607.69
		Scratch >15 cm	€1,057.18	DE	€969.04	€819.62	€910.76	€822.49	€608.85	€732.79
		Dent 2-5 cm	€841.87	€1,000.40	€797.46	€728.64	€780.19	€753.12	€618.40	€676.09
		Dent >5-15 cm	€1,187.37	DE	€1,121.57	€1,013.93	€1,084.94	€1,027.79	€855.62	€945.19
		Dent >15 cm	DE	DE	DE	DE	DE	DE	€1,021.35	€1,145.29
	Front Bumper Central	Scratch 2-5 cm	€497.44	€663.17	€587.05	€515.34	€533.76	€608.68	€545.35	€585.37
		Scratch >5-15 cm	€383.99	€502.33	€425.12	€368.22	€385.69	€453.51	€390.75	€424.50
		Scratch >15 cm	€497.44	€663.17	€587.05	€515.34	€533.76	€608.68	€545.35	€585.37
		Dent 2-5 cm	€646.49	€764.83	€687.62	€630.72	€648.19	€716.01	€653.25	€687.00
		Dent >5-15 cm	€834.94	€1,000.67	€924.55	€852.84	€871.26	€946.18	€882.85	€922.87
		Dent >15 cm	€909.94	€1,075.67	€999.55	€927.84	€946.26	€1,021.18	€957.85	€997.87
	Front Bumper Left	Scratch 2-5 cm	€348.21	€464.22	€410.94	€360.74	€373.63	€426.08	€381.75	€409.76
		Scratch >5-15 cm	€268.79	€351.63	€297.58	€257.75	€269.98	€317.46	€273.53	€297.15
		Scratch >15 cm	€348.21	€464.22	€410.94	€360.74	€373.63	€426.08	€381.75	€409.76
		Dent 2-5 cm	€452.54	€535.38	€481.33	€441.50	€453.73	€501.21	€457.28	€480.90
		Dent >5-15 cm	€584.46	€700.47	€647.19	€596.99	€609.88	€662.33	€618.00	€646.01
		Dent >15 cm	€636.96	€752.97	€699.69	€649.49	€662.38	€714.83	€670.50	€698.51
	Front Bumper Right	Scratch 2-5 cm	€348.21	€464.22	€410.94	€360.74	€373.63	€426.08	€381.75	€409.76
		Scratch >5-15 cm	€268.79	€351.63	€297.58	€257.75	€269.98	€317.46	€273.53	€297.15
		Scratch >15 cm	€348.21	€464.22	€410.94	€360.74	€373.63	€426.08	€381.75	€409.76
		Dent 2-5 cm	€452.54	€535.38	€481.33	€441.50	€453.73	€501.21	€457.28	€480.90
		Dent >5-15 cm	€584.46	€700.47	€647.19	€596.99	€609.88	€662.33	€618.00	€646.01
		Dent >15 cm	€636.96	€752.97	€699.69	€649.49	€662.38	€714.83	€670.50	€698.51
	Front R. Wheel Arch Trim	Scratch 2-5 cm	€118.35	€209.05	€47.99	€143.23	€220.29	€145.38	€93.62	€161.36
		Scratch >5-15 cm	€118.35	€209.05	€47.99	€143.23	€220.29	€145.38	€93.62	€161.36
		Scratch >15 cm	€118.35	€209.05	€47.99	€143.23	€220.29	€145.38	€93.62	€161.36
		Dent 2-5 cm	€118.35	€209.05	€47.99	€143.23	€220.29	€145.38	€93.62	€161.36
		Dent >5-15 cm	€118.35	€209.05	€47.99	€143.23	€220.29	€145.38	€93.62	€161.36
		Dent >15 cm	€118.35	€209.05	€47.99	€143.23	€220.29	€145.38	€93.62	€161.36
Front L. Wheel Arch Trim	Scratch 2-5 cm	€122.06	€209.05	€54.66	€139.92	€219.30	€138.25	€133.35	€161.36	
	Scratch >5-15 cm	€122.06	€209.05	€54.66	€139.92	€219.30	€138.25	€133.35	€161.36	
	Scratch >15 cm	€122.06	€209.05	€54.66	€139.92	€219.30	€138.25	€133.35	€161.36	
	Dent 2-5 cm	€122.06	€209.05	€54.66	€139.92	€219.30	€138.25	€133.35	€161.36	
	Dent >5-15 cm	€122.06	€209.05	€54.66	€139.92	€219.30	€138.25	€133.35	€161.36	
	Dent >15 cm	€122.06	€209.05	€54.66	€139.92	€219.30	€138.25	€133.35	€161.36	
LEFT		Scratch 2-5 cm	€372.05	€466.58	€398.47	€380.54	€396.19	€427.27	€361.23	€388.94

	Front Left Door	Scratch >5-15 cm	€749.17	€897.97	€801.21	€753.16	€789.21	€786.42	€704.81	€791.50
		Scratch >15 cm	€1,055.00	DE	€1,133.80	€1,054.55	€1,111.61	€1,076.07	€975.61	€1,121.72
		Dent 2-5 cm	€634.55	€729.08	€660.97	€643.04	€658.69	€689.77	€623.73	€651.44
		Dent >5-15 cm	€1,086.67	DE	€1,138.71	€1,090.66	€1,126.71	€1,123.92	€1,042.31	€1,129.00
		Dent >15 cm	DE	DE	DE	DE	DE	DE	DE	DE
	Rear Left Door	Scratch 2-5 cm	€345.73	€438.89	€369.24	€361.30	€383.02	€409.20	€331.94	€369.33
		Scratch >5-15 cm	€711.64	€859.05	€762.03	€725.54	€770.29	€763.37	€660.67	€763.38
		Scratch >15 cm	€1,005.53	DE	€1,083.47	€1,015.74	€1,087.40	€1,044.16	€920.06	€1,082.07
		Dent 2-5 cm	€608.23	€701.39	€631.74	€623.80	€645.52	€671.70	€594.44	€631.83
		Dent >5-15 cm	€1,049.14	€1,196.55	€1,099.53	€1,063.04	€1,107.79	€1,100.87	€998.17	€1,100.88
		Dent >15 cm	DE	DE	DE	DE	DE	DE	DE	DE
	Left Mirror Cap/Housing	Scratch 2-5 cm	€295.22	€371.61	€188.39	€250.04	DE	€285.18	€249.20	€322.93
		Scratch >5-15 cm	€295.22	€371.61	€188.39	€250.04	DE	€285.18	€249.20	€322.93
		Scratch >15 cm	€295.22	€371.61	€188.39	€250.04	DE	€285.18	€249.20	€322.93
	Front Left Wing	Scratch 2-5 cm	€267.21	€361.99	€277.58	€276.79	€282.44	€326.18	€260.94	€273.50
		Scratch >5-15 cm	€593.54	€755.97	€621.77	€602.90	€628.39	€642.68	€556.54	€622.83
		Scratch >15 cm	€845.56	€1,074.59	€895.39	€848.69	€896.50	€880.87	€783.33	€877.96
		Dent 2-5 cm	€529.71	€624.49	€540.08	€539.29	€544.94	€588.68	€523.44	€536.00
		Dent >5-15 cm	€931.04	€1,093.47	€959.27	€940.40	€965.89	€980.18	€894.04	€960.33
		Dent >15 cm	DE	DE	DE	DE	DE	DE	€1,195.83	DE
	Rear Left Wing	Scratch 2-5 cm	€347.64	€427.92	€354.03	€346.50	€351.19	€367.28	€280.39	€342.50
		Scratch >5-15 cm	€711.91	€841.06	€732.82	€704.39	€721.46	€700.77	€590.08	€724.42
		Scratch >15 cm	€1,005.27	€1,182.97	€1,040.89	€989.62	€1,019.81	€970.81	€823.60	€1,032.77
		Dent 2-5 cm	€610.14	€690.42	€616.53	€609.00	€613.69	€629.78	€542.89	€605.00
		Dent >5-15 cm	€1,049.41	€1,178.56	€1,070.32	€1,041.89	€1,058.96	€1,038.27	€927.58	€1,061.92
		Dent >15 cm	DE	DE	DE	DE	DE	DE	DE	DE
RIGHT	Front Right Door	Scratch 2-5 cm	€372.05	€466.58	€398.47	€380.54	€396.19	€427.27	€361.23	€388.94
		Scratch >5-15 cm	€749.17	€897.97	€801.21	€753.16	€789.21	€786.42	€704.81	€791.50
		Scratch >15 cm	€1,055.00	DE	€1,133.80	€1,054.55	€1,111.61	€1,076.07	€975.61	€1,121.72
		Dent 2-5 cm	€634.55	€729.08	€660.97	€643.04	€658.69	€689.77	€623.73	€651.44
		Dent >5-15 cm	€1,086.67	DE	€1,138.71	€1,090.66	€1,126.71	€1,123.92	€1,042.31	€1,129.00
		Dent >15 cm	DE	DE	DE	DE	DE	DE	DE	DE
	Rear Right Door	Scratch 2-5 cm	€345.73	€438.89	€369.24	€361.30	€388.15	€409.20	€331.94	€369.33
		Scratch >5-15 cm	€711.64	€859.05	€762.03	€725.54	€777.95	€763.37	€660.67	€763.38
		Scratch >15 cm	€1,005.53	DE	€1,083.47	€1,015.74	€1,097.94	€1,044.16	€920.06	€1,082.07
		Dent 2-5 cm	€608.23	€701.39	€631.74	€623.80	€650.65	€671.70	€594.44	€631.83
		Dent >5-15 cm	€1,049.14	€1,196.55	€1,099.53	€1,063.04	€1,115.45	€1,100.87	€998.17	€1,100.88
		Dent >15 cm	DE	DE	DE	DE	DE	DE	DE	DE
	Right Mirror Cap/Housing	Scratch 2-5 cm	€295.22	€371.61	€188.39	€245.10	DE	€287.61	€242.14	€328.41
Scratch >5-15 cm	€295.22	€371.61	€188.39	€245.10	DE	€287.61	€242.14	€328.41		

		Scratch >15 cm	€295.22	€371.61	€188.39	€245.10	DE	€287.61	€242.14	€328.41	
	Front Right Wing	Scratch 2-5 cm	€267.21	€361.99	€277.58	€276.79		€282.44	€326.18	€260.94	€273.50
		Scratch >5-15 cm	€593.54	€755.97	€621.77	€602.90		€628.39	€642.68	€556.54	€622.83
		Scratch >15 cm	€845.56	€1,074.59	€895.39	€848.69		€896.50	€880.87	€783.33	€877.96
		Dent 2-5 cm	€529.71	€624.49	€540.08	€539.29		€544.94	€588.68	€523.44	€536.00
		Dent >5-15 cm	€931.04	€1,093.47	€959.27	€940.40		€965.89	€980.18	€894.04	€960.33
		Dent >15 cm	DE	DE	DE	DE	DE	DE	DE	€1,195.83	DE
		Rear Right Wing	Scratch 2-5 cm	€347.64	€427.92	€354.03	€352.34		€351.19	€367.28	€280.39
	Scratch >5-15 cm		€711.91	€841.06	€732.82	€713.34		€721.46	€700.77	€590.08	€724.42
	Scratch >15 cm		€1,005.27	€1,182.97	€1,040.89	€1,001.79		€1,019.81	€970.81	€823.60	€1,032.77
	Dent 2-5 cm		€610.14	€690.42	€616.53	€614.84		€613.69	€629.78	€542.89	€605.00
	Dent >5-15 cm		€1,049.41	€1,178.56	€1,070.32	€1,050.84		€1,058.96	€1,038.27	€927.58	€1,061.92
	Dent >15 cm		DE	DE	DE	DE	DE	DE	DE	DE	DE
REAR	Rear Bumper Central	Scratch 2-5 cm	€375.22	€522.64	€399.21	€374.01		€392.72	€490.66	€377.38	€324.08
		Scratch >5-15 cm	€529.42	€685.42	€554.83	€521.06		€545.48	€656.00	€530.54	€467.46
		Scratch >15 cm	€529.42	€685.42	€554.83	€521.06		€545.48	€656.00	€530.54	€467.46
		Dent 2-5 cm	€637.72	€785.14	€661.71	€636.51		€655.22	€753.16	€639.88	€586.58
		Dent >5-15 cm	€866.92	€1,022.92	€892.33	€858.56		€882.98	€993.50	€868.04	€804.96
		Dent >15 cm	€941.92	€1,097.92	€967.33	€933.56		€957.98	€1,068.50	€943.04	€879.96
	Rear Bumper Right	Scratch 2-5 cm	€262.65	€365.85	€279.45	€261.81		€274.90	€343.46	€264.17	€226.86
		Scratch >5-15 cm	€370.59	€479.79	€388.38	€364.74		€381.84	€459.20	€371.38	€327.22
		Scratch >15 cm	€370.59	€479.79	€388.38	€364.74		€381.84	€459.20	€371.38	€327.22
		Dent 2-5 cm	€446.40	€549.60	€526.84	€560.01		€523.93	€527.21	€447.92	€410.61
		Dent >5-15 cm	€606.84	€716.04	€624.63	€762.45		€726.98	€695.45	€607.63	€563.47
		Dent >15 cm	€659.34	€768.54	€677.13	€837.45		€801.98	€747.95	€660.13	€615.97
	Rear Bumper Left	Dent 2-5 cm	€446.40	€549.60	€526.84	€560.01		€523.93	€527.21	€447.92	€410.61
		Dent >5-15 cm	€606.84	€716.04	€725.59	€762.45		€726.98	€695.45	€607.63	€563.47
		Dent >15 cm	€659.34	€768.54	€800.59	€837.45		€801.98	€747.95	€660.13	€615.97
		Scratch 2-5 cm	€262.65	€365.85	€279.45	€261.81		€274.90	€343.46	€264.17	€226.86
		Scratch >5-15 cm	€370.59	€479.79	€388.38	€364.74		€381.84	€459.20	€371.38	€327.22
		Scratch >15 cm	€370.59	€479.79	€388.38	€364.74		€381.84	€459.20	€371.38	€327.22
	Hatchback	Scratch 2-5 cm	€395.92	€495.98	€420.31	€392.72		€430.92	€421.46	€348.22	€461.91
		Scratch >5-15 cm	€574.33	€685.31	€601.13	€566.68		€623.41	€586.63	€507.66	€674.60
		Scratch >15 cm	€689.54	€800.00	€675.22	€661.22		€740.89	€680.27	€595.40	€822.10
		Dent 2-5 cm	€658.42	€758.48	€682.81	€655.22		€693.42	€683.96	€610.72	€724.41
		Dent >5-15 cm	€911.83	€1,022.81	€938.63	€904.18		€960.91	€924.13	€845.16	€1,012.10
		Dent >15 cm	€1,102.04	DE	€1,087.72	€1,073.72		€1,153.39	€1,092.77	€1,007.90	DE
	Rear R. Wheel Arch Trim	Scratch 2-5 cm	€89.35	€1,002.28	€57.69	€240.08		€239.06	€130.23	€35.78	€123.91
		Scratch >5-15 cm	€89.35	€1,002.28	€57.69	€240.08		€239.06	€130.23	€35.78	€123.91
		Scratch >15 cm	€89.35	€1,002.28	€57.69	€240.08		€239.06	€130.23	€35.78	€123.91

		Dent 2-5 cm	€89.35	€1,002.28	€57.69	€240.08	€239.06	€130.23	€35.78	€123.91
		Dent >5-15 cm	€89.35	€1,002.28	€57.69	€240.08	€239.06	€130.23	€35.78	€123.91
		Dent >15 cm	€89.35	€1,002.28	€57.69	€240.08	€239.06	€130.23	€35.78	€123.91
	Rear L. Wheel Arch Trim	Scratch 2-5 cm	€88.99	€1,004.85	€57.68	€229.29	€240.29	€130.29	€38.45	€123.90
		Scratch >5-15 cm	€88.99	€1,004.85	€57.68	€229.29	€240.29	€130.29	€38.45	€123.90
		Scratch >15 cm	€88.99	€1,004.85	€57.68	€229.29	€240.29	€130.29	€38.45	€123.90
		Dent 2-5 cm	€88.99	€1,004.85	€57.68	€229.29	€240.29	€130.29	€38.45	€123.90
		Dent >5-15 cm	€88.99	€1,004.85	€57.68	€229.29	€240.29	€130.29	€38.45	€123.90
		Dent >15 cm	€88.99	€1,004.85	€57.68	€229.29	€240.29	€130.29	€38.45	€123.90
			Scratch 2-5 cm	€530.69	€721.77	€627.93	€557.92	€612.41	€570.96	€497.89
		Scratch >5-15 cm	€777.50	€981.59	€917.50	€810.35	€889.11	€807.71	€729.70	€887.92
		Scratch >15 cm	€959.63	€1,176.45	€1,148.54	€1,004.55	€1,097.53	€981.53	€897.65	€1,106.83
		Dent 2-5 cm	€793.19	€984.27	€890.43	€820.42	€874.91	€833.46	€760.39	€870.50
		Dent >5-15 cm	€1,115.00	DE	DE	€1,147.85	DE	€1,145.21	€1,067.20	DE
ROOF	Roof	Dent >15 cm	DE	DE	DE	DE	DE	DE	DE	DE
		Scratch 2-5 cm	€579.37	€737.90	€534.96	€466.14	€517.69	€490.62	€355.90	€413.59
		Scratch >5-15 cm	€849.87	€1,011.13	€784.07	€676.43	€747.44	€690.29	€518.12	€607.69
		Scratch >15 cm	€1,057.18	DE	€969.04	€819.62	€910.76	€822.49	€608.85	€732.79
		Dent 2-5 cm	€841.87	€1,000.40	€797.46	€728.64	€780.19	€753.12	€618.40	€676.09
		Dent >5-15 cm	€1,187.37	DE	€1,121.57	€1,013.93	€1,084.94	€1,027.79	€855.62	€945.19
Bonnet	Bonnet	Dent >15 cm	DE	DE	DE	DE	DE	DE	€1,021.35	€1,145.29
		Scuffed Standard/Painted Alloy	€150.00	€150.00	€150.00	€150.00	€150.00	€150.00	€150.00	€150.00
ALLOYS	Alloy Wheel	Scuffed Polished Alloy	€150.00	€150.00	€150.00	€150.00	€150.00	€150.00	€150.00	€150.00
WINDSCREEN	Windscreen chip	Glass Chip <10mm	€95.00	€95.00	€95.00	€95.00	€95.00	€95.00	€95.00	€95.00
		Light Scuffed 2-5cm	348.18	325.13	240.67	326.53	359.51	363.53	255.27	330.83
FUEL FLAP		Medium Scuffed >5-15cm	348.18	325.13	240.67	326.53	359.51	363.53	255.27	330.83

