



The Customer (whose signature appears hereon) hereby agrees with Limerick Car Rentals (hereafter called the owner) that any motor vehicle (hereafter called "the vehicle") hired to that person by the owner shall be hired subject to the following Terms and Conditions.

**HIRE TERM:**

The hire of the vehicle shall be for the term agreed between the Customer and the Owner at the commencement of the hire as shown by the Owner's records.

**HIRE CHARGES:**

The charges payable by the customer to the Owner shall be at the rate or rates applicable to the vehicle as shown in the List of Rates published by the owner and in force at the commencement of the Hire Term.

**CONDITION OF VEHICLE:**

In accepting delivery of the vehicle the customer shall be deemed to have admitted that at the commencement of the Hire Term the vehicle is in good repair and running order and to have undertaken to return it to the owner in the same condition (fair wear only accepted) at the end of the Hire Term. No express or implied warranty as to the condition of the vehicle at the commencement of the Hire Term is given or deemed to have been given by the owner. Vehicles returned in an excessively dirty condition are liable to a €100 cleaning fee.

**USE OF VEHICLE. NO PERSON SHALL DRIVE THE VEHICLE OTHER THAN -**

(a) The customer after he/she shall have completed and signed an insurance Proposal Form and the owner shall have approved that Proposal Form, or (b) a person duly authorized by the Customer to drive after that person shall have completed and signed an Insurance Proposal Form and the Owner shall have approved that proposal. All persons driving the hired vehicle must produce an unendorsed driver's licence.

AFTER THE END OF THE HIRE TERM NO PERSON SHALL DRIVE OR USE THE VEHICLE OTHER THAN an official or employee of the owner. The customer shall not (i) carry in the vehicle any greater number of passengers than the number for which the vehicle is constructed to accommodate (ii) use the vehicle for carrying passengers or goods for hire or reward (iii) use the vehicle for any purpose or in any area not stated in the Insurance Proposal Form, or (iv) use the vehicle in any manner constituting an infringement of any Statute Regulation or order relating to the driving and/or use of motor vehicles so as to cause damage or risk to the Public or to passengers in the vehicle or to the vehicle.

**UPKEEP:**

Ordinary roadside repairs and routine maintenance adjustments shall be the responsibility of the Customer. Subject to this exception the owner will be responsible for and will bear the cost of any mechanical breakdown not attributed to the act, neglect or default of the Customer provided that the consent of the owner is obtained before the repairs required are carried out. The owner shall be under no other liability whatsoever for any damage, injury, loss costs, charges or expenses arising out of or attributable to any breakdown.

**GARAGING AND PARKING:**

At all times during the Hire Term the customer shall garage or park the vehicle in such manner as to avoid any risk of theft or damage (from any cause whatsoever) to the vehicle.

**INSURANCE:**

The owner has effected a policy of Full Comprehensive Insurance for the vehicle, in compliance with the requirements of the Road Traffic Acts, and, subject to the terms and conditions of this contract and the Policy that insurance covers the customer and any driver authorized by the customer and approved by the owner during the Hire Term. The material terms of the policy are available for inspection at the owners office (whether or not shall have made such inspection) the customer shall

be deemed to have full knowledge of the conditions contained in the Policy and be bound thereby and to have undertaken (insofar as the policy requires the person to do so) to perform and observe the same. Any extracts from or summary of the terms of the policy of insurance contained in this contract or in the insurance proposal form are given solely for the information of the customer and are not to be deemed to create or imply any warranty by the owner and consequently reference must be made to the policy for its full terms. Goods and passenger risk are excluded. The customer shall forthwith notify the owner in writing of any facts relating to the insurance of the vehicle which it is material should be known to the owner or its insurers, whether such facts arise from circumstances existing at the commencement of or occurring during the Hire Term and whether or not such facts necessitate alteration of or modification to the information given in the insurance proposal form. From the time of the occurrence of any such facts during the Hire Term until the owner, after having received written notice thereof, shall have approved the continuance of the insurance, the vehicle shall not be used by the customer or any driver authorized by the customer and approved by the owner.

The truth, accuracy and completeness of all answers and information given in the insurance proposal form and the notification of material facts as stated above and the compliance by the customer of the terms of this contract shall constitute the basis and be a condition of the Full Comprehensive Insurance of the vehicle and every insurance proposal form and notification of material facts shall be deemed to be a part of this contract, which shall be construed and taken effect accordingly.

The owner reserves the right to terminate this contract at any time during the hire period and service of such notice of termination by letter or email to the hirer at last known address shall be deemed sufficient notice. And it is further agreed that on the service of such notice this agreement shall cease and determine instant obligation on the part of "the owner" to refund the hirer any moneys received by "the owner" on the foot of this contract or any part thereof.

I undertake to indemnify the owner against all liability, loss or damage occurring through any vehicle hired to me by the owner being driven by or in charge of any person under the influence of intoxicating liquor or drugs.

**CONTRACT:**

The Customer acknowledges that he/she has received a copy of this contract.

**IMPORTANT:**

If an accident occurs (a) it must be reported immediately to the owner and all information and assistance must be given as required by the owner or his insurers, (b) the names and addresses of any persons involved and witness(es) and the police should be obtained and a sketch plan with measurements, should be prepared and sent to the owner. You must not make an admission that you were at fault or liable nor make or promise any payment.

**The Hirer is responsible for any traffic violations and parking offences and Tolls**