



**Head Office**  
 Old Airport Road, Cloghran, Co Dublin  
**Administration & Accounts Office**  
 Tel: +353 1 844 1922 Fax: +353 1 844 1915  
**Central Reservations**  
 Tel: +353 1 844 1944 Fax: +353 1 844 1915

Within Ireland FreeFone 1800 515 800  
 From USA 1800 229 0984  
 From UK 0800 783 0405  
 Email rent@thrifty.ie  
 Web www.thrifty.ie  
**VAT No: IE0650460N**

VEHICLE INFORMATION	
CAR TYPE	Car Make & Model
REG	Car Registration Number

RENTAL AGREEMENT #	Agreement Number
RENTAL EMPLOYEE	Thrifty Employee

HIRER'S DETAILS			
NAME	Name & Address	OCCUPATION	Your Occupation
ADDRESS		DOB	Date of Birth
		AGE	Your Age
PHONE NUMBER	Your Phone Number	LOCAL ADDRESS	Address in Ireland
LICENSE #	Your Driver License Number	LOCAL PHONE	Phone Number in Ireland

RENTAL DETAILS			
LOCATION	<b>PICKUP</b> Thrifty Pickup Location Information	LOCATION	<b>RETURN</b> Thrifty Return Information
TELEPHONE	Thrifty Phone Number at Pickup Location	TELEPHONE	Thrifty Phone Number at Return Depot
DATE	Date of Pickup	DATE DUE	Date of Return
TIME	Time of Pickup	TIME DUE	Time of Return
ODOMETER OUT	Odometer at time of Pickup	ODOMETER IN	Odometer at time of Return

	ACCEPT	DECLINE
Collision Damage Waiver	Accept / Decline CDW	
Theft Protection	Accept / Decline Theft Protection	
Super Damage Waiver	Accept / Decline SDW	
Liability Value	Accept / Decline Liability Value	
Fuel	Fuel Information	OUT / 8 IN / 8

CHARGES AND PAYMENT
Basic Rate
Details of Charges & Payments
Estimated Total
Deposits Paid

HIRER'S OWN INSURANCE		
INSURANCE CO		TEL
POLICY NO		OWN CAR
EXPIRY DATE		

- Hirer is liable for all parking and traffic violations.
- Hirer is liable for punctures, damag tyres, wheel rims and windscreens.
- If you wish to extend the rental period, please contact us by telephone before the return date.
- Returning in advance of agreed date will not automatically entitle hirer to pro-rata refund of hire charges.
- Returning after the agreed date will not automatically entitle hirer to pro-rate charges for excess period. The company reserves the right to charge a penalty for late return.
- Hirer is responsible for using the correct fuel.

**IMPORTANT** If an accident occurs (a) it must be reported immediately to the company; (b) the names and addresses of all persons involved and any witness(es) and the police should be obtained and a sketch plan should be made. **YOU MUST NOT** make any admission that you were at fault or liable nor make or promise any payment. I hereby acknowledge receipt of the above car in good condition and the following tools supplied with the car, for which I accept full responsibility and for which I shall make full payment if they are missing on return. **SPARE WHEEL, BRACE & JACK.**

I hereby agree to carry out all the terms and conditions of the Hire Contract on the back hereof.

Signed \_\_\_\_\_ Signature of Renter \_\_\_\_\_

Date \_\_\_\_\_ Date of Signature \_\_\_\_\_

Witness \_\_\_\_\_ Thrifty Employee Signature \_\_\_\_\_

## CONDITIONS OF HIRE

The person hiring the car (hereinafter called the Hirer) agrees with Malone Thrifty Car Rental (hereinafter called the Owners) that any motor vehicle (hereinafter called the Vehicle) hired to him by the Owners shall be hired subject to the following terms and conditions:

### 1. HIRE TERM

The hire of the vehicle shall be for the period agreed on between the Hirer and the Owners at the commencement of hire as shown by the Owners records. Should the Hirer desire to extend the period of the hire, he must first obtain the Owners consent at least forty eight hours before the commencement of the extension period and pay in advance the additional mileage and/or hire charges in respect of the extended period, when the Owners may, at their discretion, either refuse or accept the extension of hire and arrange the necessary insurance cover subject to the terms of Clause 9(b). Should the Hirer wish to terminate the contract prior to the expiry date, at least four days notice should be given before any refund can be entertained.

### 2. UNAUTHORISED EXTENSION OF HIRE

No insurance cover exists on vehicles retained without the Owners permission. In the event of an unauthorized extension, the Hirer is warned that he is liable for the cost of repair or written off value, whichever is the lesser, to the vehicle, and for ALL third party and other claims arising out of the use of the vehicle during the period of unauthorized extension and, moreover whilst the Hirer is driving the Vehicle without the authority of the Owner the driver is without the consent of the owners as described in Section 118 of the Road Traffic Act. The owners reserve the right to charge the Hirer double the normal rate of hire should the Vehicle be retained for an unauthorized period. Any part of a day shall be treated as one day and a vehicle returning late on Saturday without permission will be charged for until the following Monday (or the following Tuesday where the Monday is a Public Holiday). The Hirer's attention is drawn to the fact that unauthorized extensions may result in the Owner being unable to meet reservations for other clients.

3. If, due to any act, neglect or default by the Hirer, his servants or agents, the mileometer fails to register the mileage covered by the vehicle, the Owners are at liberty to charge the Hirer an estimated mileage of 200 miles per day.

### 4. USE OF CAR

The vehicle shall not be used by any person

- Other than (i) the Hirer; or (ii) any person authorized by the Hirer to drive, and accepted by the Owners after such person shall have presented their driving licence to the Owners in person;
- To carry any greater number of passengers than the normal number which the Vehicle is constructed to accommodate, nor for carrying passengers or goods for hire or reward;
- In contravention of any law or so as to cause damage or risk to the general public or to passengers in the Vehicle or to the Vehicle itself;
- Outside the 32 counties of Ireland without the express agreement of the Owners. Note THE OWNERS RESERVE THE RIGHT TO IMPOSE SPECIAL CONDITIONS REGULATING THE USE OF THE VEHICLE IN NORTHERN IRELAND AND THE UK;
- For purposes of speed racing, pacing or testing. If the Vehicle is so used, the Hirer shall accept sole responsibility for any loss or damage occasioned thereby;
- To transport goods in violation of Customs regulations or in any other illegal manner;
- Under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates or any other substance impairing consciousness or ability to react;
- Who has given a fictitious or false name, age, address or driving licence;
- As security for deposit or otherwise

### 5. CONDITION OF VEHICLE

In accepting delivery of the Vehicle the Hirer shall be deemed to have undertaken to return it to the Owners in the same condition (fair wear and tear only excepted) at the end of the Hire Term. No express or implied warranty as to the condition of the Vehicle or its suitability for any particular purpose at the commencement of the hire term is given, or deemed to have been given, by the Owners, nor is any condition to the same effect to be implied in this Agreement or to be become part of this Agreement.

### 6. UPKEEP

Ordinary roadside repairs and routine maintenance adjustment and ordinary maintenance expenses shall be the responsibility of the Hirer. In the event of a mechanical breakdown due to an inherent defect in the vehicle necessitating repairs of a serious nature, the Owners shall be responsible for and bear the cost of actual repairs, provided that the Hirer informs the Owners immediately the breakdown takes place or as soon as possible thereafter, and provided that such repairs are carried out with the consent of and in such a manner as the Owners may prescribe, and provided also that the said breakdown was not due to an act, neglect or default of the Hirer or his servants or agents, the Owners shall be under no liability whatsoever for any damage, injury, loss, costs, charges or expenses arising out of or attributable or incidental to any breakdown. The Hirer shall keep oil, water and distilled water in battery at correct level and shall maintain the correct pressure in tyres. The Hirer agrees that in order to obtain the most satisfactory results from the Vehicle, he shall use the brand of petrol and oils recommended by the Owners. Should any defect materialize or be found to exist in the Vehicle the Hirer shall discontinue his use of the Vehicle and shall abide by such instructions as the Owners shall see fit to issue. The Hirer shall either personally or by telephone inform the Owners immediately of such defect. If the Hirer continues to drive after becoming of such defect, without informing the Owners thereof, he shall do so at his own risk, and is in breach of these Conditions of Hire. If the hire is of long duration, the onus rests with the Hirer to ensure that a careful watch is kept on tyre wear. It is the responsibility of the Hirer to report to the Owners excessive tyre wear so that the Owners may replace said tyres immediately.

### 7. GARAGING, PARKING, DRIVING, THEFT AND INJURY

- At all times during the Hire Term the Hirer shall garage, drive and park the vehicle in such a manner as to obviate any risk or damage from any cause whatsoever. Whilst in the management, care and control of the said vehicle, the Hirer accepts full liability should the Vehicle be stolen, injured or damaged in any way through the willful act, neglect or default of himself or any Third Person or Party during the period of the Hire Term, and until the Vehicle is returned to the Owners.
- The Owner hereby excludes any liability for loss or damage arising from the use of the Vehicle by the Hirer and for any consequential loss or damage arising from such use.

### 8. LOSS OR DAMAGE TO VEHICLE

- The Hirer shall be liable for the loss of or damage to the Vehicle to the extent of the full amount, irrespective of the manner in which same is caused (and in the event of more than one instance arising then the same in every instance).
- The Hirer, by accepting the Collision Damage Waiver and theft insurance waives clause 8(a) above but has a responsibility to the Owners in the event of any damage to the hired Vehicle to the extent of €2,000.00 or such lesser amount as the Owners shall deem fit.
- Hirers involved in accidents which are due to their own carelessness will not be given a replacement vehicle and will be responsible for loss of hire revenue while the Vehicle is awaiting or under repair. This also applies to Hirers whose Vehicle is stolen as a result of keys being left in the ignition or doors being left unlocked.
- The Hirer shall be liable for the cost of repair or written off value, whichever is the less, of damage to any vehicle which exceeds 1.8 metres in height where the damage is caused by the vehicle striking an overhead or low structural object even though the Hirer may have complied with all the terms of this Agreement and have purchased Collision Damage Waiver.

### 9. INSURANCE

- In the event that the Owners have effected or agreed to effect a Policy of Third Party insurance for the Vehicle, in compliance with the requirements of the Road Traffic Act, 1961, in respect of the compulsory insurance of motor vehicles, subject to the Terms & Conditions of this Agreement and of the said Policy, that insurance covers the Hirer and any driver authorized by the Hirer and approved by the Owners as aforesaid during the Hire Term. The material terms of the said Policy are available for inspection at the Owner's office and, whether or not he shall have made such inspection, the Hirer shall be deemed to have full knowledge of the conditions contained in the said Policy and to be bound thereby as if the same were incorporated in this Agreement and to have undertaken (in so far as the Policy requires him to do so) to perform and observe the same. Any extracts from or summary of the terms of the said Policy of Insurance contained in this Agreement (or in any leaflet, advertisement or other document issued or published by the Owners) are given solely for the information of the Hirer and are not to be deemed to create or imply any warranty by the Owners and consequently references must be made to the said Policy for its full terms and conditions. Risks to goods or chattels carried in or on the said Vehicle or being therein is excluded. The Hirer shall forthwith notify the Owners in writing of any facts relating to the insurance of the Vehicle which it is material that the Owners or Insurers should know, 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 Agreement. From the time of the occurrence of any such facts during the Hire Term until the Owners, having received written notice thereof, shall have approved the continuance of the Insurance, the Vehicle shall not be used by the Hirer or by any person with the consent of the Hirer. The truth, accuracy and completeness of all answers and information given to the Owners and the notification of material facts as stated above and the compliance by the Hirer with the terms of this Agreement shall constitute the basis and be a condition of the Third Party Insurance of the Vehicle and every notification of material facts shall be deemed to be a part of this Agreement which shall be construed and take effect accordingly. The Insurance Policy carries an excess of €100 so that should the Hirer incur any liability to any Third Party or passengers arising out of the use of the Vehicle, he agrees to meet the first €100 of the said liability himself. The Owners shall be under no liability to the Hirer or to anyone claiming through the Hirer or to any Third Party or Passenger in excess of the liability or for any greater amount than the liability or amount covered by the said Insurance Policy, and which is required to be covered by the provisions of the said Act of 1961 relating to compulsory insurance of Motor Vehicles. It is provided always that if the Proposal shall not be accepted by the Insurance Company to whom the proposal shall be made then this Agreement shall be null and void and the Hirer shall be returned any deposit which he may have paid.
- In the event that the Hirer undertakes to provide his own insurance on the Vehicle, he shall accept full responsibility for arranging the cover, fully indemnifying the Owners against any claims which may be made against the Owners by Third Parties or any other persons, and he also accepts full personal responsibility for all damage, whether partial damage or complete write off, claims for damage or personal injury howsoever caused to the vehicle or the occupants thereof during the rental period.

### 10. INDEMNITY

The Hirer agrees to indemnify the Owners against any claims which may be made against the Owners by Third Parties or any other persons, and which are not covered by the Policy of Insurance in force in respect of the Vehicle, in respect of personal injuries, damage to or loss of property or any other liability whatsoever, resulting from the use of the Vehicle during the Hire Term.

### 11. RETURN OF VEHICLE

- The Hirer shall return the Vehicle to the Owners on or before the date of expiry of the Hire Term, or at the Owner's expressed demand, and shall pay the Owner's charges at the agreed rate for the term. If the Vehicle is not returned on demand, the Owners reserve the right to take any action considered necessary to regain possession of the Vehicle. Demand may be made verbally, or in writing, or by telegram to the Hirer's last known address, or through the medium of the press. The Hirer may at any time during the continuance of the Hire Term terminate this Agreement by returning the Vehicle to the Owners. Returning in advance of the agreed date will does not automatically entitle the Hirer to a pro rata refund of charges.
- The Hirer shall be liable to pay an additional fee for any one-way rental service or, if the vehicle is left elsewhere other than the agreed return location, the Hirer shall pay a fee per mile from the renting location where left, or a charge to cover costs as determined by the Owners.

### 12. TERMINATION OF CONTRACT

The Owners reserve the right to terminate this Agreement at any time during the Hire Term and service of notice of termination by letter or telegram to the Hirer at his last known address shall be deemed sufficient notice of such termination, though a verbal notice to the Hirer shall also be sufficient notice thereof. It is further agreed that on the service of such notice, this Agreement shall cease and determine instant obligation on the part of the Owners to refund to the Hirer any monies received by the Owner on foot of the part of this Agreement which is outstanding.

### 13. ACCIDENT

In the event of any accident, it is of the utmost importance that the Hirer observe the following procedure, and hereby undertakes to do so. The Hirer shall report any accident immediately, and at most within 24 hours, personally or by telephone, to the Owners at the branch from which the Vehicle was hired. The Hirer agrees to return immediately with the Vehicle to the Head Office or branch as directed by the Owners. The Hirer agrees to carry out such instructions and directions as the Owners may give in relation to the accident or to any injuries or damage whether to third parties or otherwise resulting from the accident. The Hirer moreover undertakes to obtain and submit to the Owners the following details:

- A full report and a rough plan of the scene of the accident showing the position of the vehicles involved, with measurements;
- The names and addresses of persons involved in the accident;
- The names and addresses of any witnesses; and
- The name and address of the Third Party's Insurance Company (check windscreen). Insurance details may be obtained from the windscreen of the Vehicle.

The Hirer undertakes to assist the Owners and the Insurers in dealing with any claim or otherwise in relation to the accident. The Hirer shall in no circumstances make or have any authority to make any admission of liability in respect of the accident or offer to pay or indemnify any Third Party or Passenger without the express consent in writing of the Owners.

### 14. VARIATIONS OF CONTRACT

No modifications of the Conditions of this Agreement or extension of the obligations of either party herein under this Agreement shall be valid or binding on either party unless endorsed herein and signed by the Hirer and a director of the Owners company.

### 15. RESERVATION

The Owners expressly reserve the right to refuse to supply a vehicle, even though this Agreement has been signed and Hire Charges and/or Deposit paid by the Hirer, and shall be under no obligation to tender an explanation to the Hirer for so doing; and in such an event the Owners shall be under no liability to compensate or indemnify the Hirer for any expenses, or consequential loss or damage. In the event of the Owners refusing to supply a vehicle, all deposits and hire charges shall be refunded to the Hirer within 24 hours of such notification.

### 16. CONTRACT

The Hirer acknowledges that he has received a copy of this Agreement.

17. The Hirer shall be liable for all fines and court costs for parking, traffic or other legal violations assessed against the vehicle renter, authorized drivers or Owners until the Vehicle is returned, except where caused through fault of the Owners.

18. Words importing the masculine shall be deemed to include the feminine.