

IMPORTANT LEGAL NOTICE

Introduction

This legal notice applies to the entire contents of this booking engine. Please take some time to read these Terms and Conditions of Use ('Terms of Use') as by using this booking engine you indicate your acceptance of these Terms of Use regardless of whether or not you choose to register with us. If you do not accept these terms, do not use this booking engine. By using any part of the booking engine, you shall be deemed to have accepted this legal notice in full. Stop using this booking engine immediately if you do not accept and agree to be bound by the terms of use.

This booking engine is powered by CarTrawler's technology and allows you to use CarTrawler's technology to book car rental services from third part car rental suppliers. By accepting the Terms of Use and/or using any part of this booking engine, you agree to conduct your use of this booking engine and the technology supporting it and provided on this booking engine in accordance with the Terms of Use and that the Terms of Use are an agreement between CarTrawler and you.

CarTrawler may revise this legal notice at any time by updating this posting. You should check the booking engine from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the booking engine.

All references to booking engine in these Terms of Use are deemed to include reference to all bookings made through CarTrawler's call centre.

Information About Us

This site is operated by Etrawler an Irish registered company trading as CarTrawler, ArgusCarHire and Holiday Autos ("CarTrawler", "we", "us" or "our"). We are registered in Ireland under company number 93433 and have our registered office at Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland. Our main trading address is Classon House, Dundrum Business Park, Dundrum, Dublin 14, Ireland. Our VAT number is IE4693898K. You can contact us by phone on +44 20 30 26 9152 or by email at info@cartrawler.com.

CarTrawler facilitates bookings for car rental services. CarTrawler does not own or operate any car rental companies. Your contract for car rental will be between you and the car rental supplier. The terms and

conditions of the rental agreement between you and the car rental supplier are available on this booking engine when you select the car rental supplier type and insert the other relevant information. CarTrawler makes no warranty or representation in relation to any rental car rental supplier or any car rented by any car rental supplier. It is the car rental supplier's sole responsibility to provide you with a rental car rented through this booking engine

Fees and Charges

It is the responsibility of the car rental supplier to process your reservation correctly. The accuracy of any quote for renting a car provided by this booking engine and any booking made on this booking engine depends on the details you provide on this booking engine.

Service Access

While CarTrawler endeavours to ensure that the booking engine is normally available 24 hours a day, CarTrawler shall not be liable if for any reason the booking engine is unavailable at any time or for any period. Access to the booking engine may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond CarTrawler's control.

- **LIABILITY**

In the event of a dispute between CarTrawler and you, our liability to you, if any, is limited to the amount paid by you for the car rental.

CarTrawler hereby excludes to the fullest extent permitted by law any warranties (whether express or implied), as to the quality, completeness, performance or fitness for a particular purpose of (i) any car rental booked through this booking engine and (ii) this booking engine and any of its contents, including, but not limited to, any information relating to car rental supplier rentals contained within this booking engine and the technology supporting and provided on this booking engine. CarTrawler reserves the right to make alterations to the booking engine at any time. The information on this booking engine is updated from time to time. By using this booking engine you acknowledge that the rental details and all other information including, but not limited to, information relating to travel and holidays published on this booking engine may include inaccuracies or typographical errors.

Any booking you make for car rental on this booking engine is made with a car rental supplier and not CarTrawler. CarTrawler and this booking engine only facilitate the making of reservations with the car

rental suppliers. CarTrawler is not a party to the contract between you and the car rental supplier and has no responsibility or liability (directly or indirect) to any party in respect of the terms of your contract with the car rental supplier or any problems arising with the car rental booked pursuant to that contract or any other problems between you and the car rental supplier. On making a booking for a car rental through this booking engine you are bound by and deemed to have accepted the terms and conditions of the relevant car rental supplier.

EXCEPT TO THE EXTENT CONTRARY TO LAW NEITHER CARTRAWLER NOR ANY OF OUR DIRECTORS, OWNERS, EMPLOYEES, AFFILIATES, TRAVEL PARTNERS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH YOUR USE OF ANY INFORMATION, PRODUCTS, SERVICES AND/OR THE MATERIALS OFFERED THROUGH THIS BOOKING ENGINE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES, OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES HOWSOEVER ARISING, EVEN IF CARTRAWLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE.

The listing of any travel information or services or link in this booking engine is not and should not be taken as a recommendation from CarTrawler or a warranty or representation that the travel information or services will be of a certain standard or suitable for your purpose. CarTrawler shall in no way be liable to you in the event that the travel information or services are not suitable for your purpose. You should use your own discretion when utilising this information.

- **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of this booking engine, you undertake to CarTrawler that you will not use this booking engine for any purpose that is unlawful or prohibited by or contrary to the Terms of Use.

- **AGE AND RESPONSIBILITY**

By using this booking engine you confirm that you are of sufficient legal age to use this booking engine and create binding legal obligations for any liability you may incur as a result of the use of this booking engine. In using this booking engine you understand that you are responsible, financially and otherwise,

for all uses of this booking engine by you and those using your login information. CarTrawler recommend you protect your login information.

- **LINKS TO THIRD PARTY SITES**

This booking engine may contain links to resources located on servers or websites operated by parties other than CarTrawler. If you use these links, you leave this booking engine (website). Such hyperlinks are provided for your reference and convenience only. The inclusion of hyperlinks on this booking engine to other websites or servers does not imply any endorsement of the material on such websites or servers (including but not limited to material relating to travel information or services) or any association with their operators. CarTrawler does not control and is not responsible for such websites or the servers or the parties operating such websites or servers and accordingly CarTrawler accepts no responsibility or liability for any material contained on those servers or websites, or the accuracy or legality of information contained on other websites or servers. You will need to use your own discretion when communicating and utilising services from these other websites or servers. If you decide to access any of the third party websites linked to this booking engine (website), you do so entirely at your own risk.

- **OTHER APPLICABLE TERMS**

The terms of use for Bing Maps (“Bing Maps TOU”)

[<http://www.microsoft.com/maps/assets/docs/terms.aspx>] govern your use of Bing Maps on our site.

When using Bing Maps you must comply with the Bing Maps TOU

- **BOOKING CONDITIONS**

Please read the following conditions which apply to reservations/bookings made by you for vehicle rental through this booking engine.

A. Making a Booking

CarTrawler operates globally, so there are three types of business payment models when making a booking as described below:

You pay a booking deposit at the time of making your booking and the balance is paid to the car rental supplier on arrival; or

You pay the entire rental cost of the car rental at the time of making your booking and you only pay for fuel petrol/ diesel and optional extras on arrival; or

You pay nothing at the time of making your booking. CarTrawler will make the reservation on your behalf without receiving any money and you will pay the car rental supplier the entire cost of the car rental at the time of your arrival.

The payment model for your booking is dependent upon the location and/or car rental supplier used and you will be informed of any upfront payment prior to completing your booking. Where applicable you are responsible for paying the balance owing to the car rental supplier. At all times you are responsible for payment of any additional services/costs requested by you and you are responsible for any other service charges applied by said car rental supplier. You must use a credit card such as Visa, Mastercard, or American Express or debit card such as Visa Debit or alternative payment option such as PayPal, SOFORT or Giropay to make a booking through this booking engine. **Please note that not all car rental suppliers will accept debit cards or alternative payment types so accordingly please check the Rental Conditions for the car rental supplier you are booking with for the credit cards, debit cards and alternative payment types accepted by the car rental supplier.** Any data transferred to a payment processor is transferred through an encrypted secure server. On making a booking with your credit, debit card or PayPal through this booking engine, you agree that if the booking is cancelled later than two days after the date the booking was made a cancelling handling/ administration fee as explained in paragraph C below may be retained by CarTrawler and will not be refundable. If you need to make any alterations to your booking CarTrawler must receive a communication through [CarTrawler Support](#) from you through the booking engine clearly informing CarTrawler of the precise details of such alteration. CarTrawler does not guarantee said alterations can be processed; however every effort will be made to meet with a favourable outcome. Alterations cannot be processed after collection of the car rental supplier. CarTrawler is unable to offer you a refund if you end your rental early. In the event that you require to extend the rental period after the collection of your car rental (dates not covered by the CarTrawler voucher), you must pay directly to the car rental supplier the local rental rates prevailing at that time. On making a booking it is your responsibility to inform the car rental supplier if necessary of any physical or mental condition relevant to the car rental. In the event of an accident, there may be insurance implications if you fail to inform the car rental supplier of the condition. You will be required to present on collection of your car rental, a full driver's license (UK Licenses two parts) from country of origin, a valid passport and a valid credit card in

renters (drivers) name. **In the event of a failure to present the required documents, the car rental supplier may refuse the car and no funds paid will be reimbursed to you. If you make a booking but do not collect the car rental, no funds paid will be reimbursed. Please be advised that in the event of a delayed arrival it is the customer's responsibility to contact car rental supplier. In the event of a flight cancellations or delay, CarTrawler will not be held responsible for the funds paid. The refunds must be claimed from the holiday insurance.**

B. Confirmation of Booking

When your booking is confirmed, CarTrawler will issue the booking confirmation on behalf of the car rental supplier for each booking, but does not undertake to include charges for additional services or details of the service charge or taxes charged by the car rental supplier or additional services requested by you at the collection point. CarTrawler recommends that you thoroughly check the details of the booking e.g. country, location and period of rental. If there are any discrepancies, you should immediately send a communication through our [Website engine](#) clearly informing CarTrawler of the exact details of such discrepancy. CarTrawler advises that you read and comply with the car rental supplier's terms and conditions (which are available on this booking engine but may be changed by the car rental supplier from time to time) upon which the car rental supplier makes the reserved car supplier available to you upon receipt of the booking confirmation. **The reservation numbers included on the booking confirmation should be quoted in all enquiries, cancellation or modification of the booking.**

C. Cancellations

If you wish to cancel a booking, the only accepted method is through the CarTrawler Website. Do not cancel your booking with the car rental supplier directly as additional fees may apply. Where CarTrawler receives a cancellation notice within forty eight (48) hours of the date the car rental was booked all funds will be reimbursed to you. Where CarTrawler receives a cancellation notice more than forty eight (48) hours after the date the car rental was booked all funds except a minimum cancellation handling/administration fee of €20 and maximum cancellation handling/administration fee of €55 will be reimbursed to you. Please see the Rental Conditions for the car rental supplier you are booking with for the amount of the handling/administration fee and any special conditions that may apply to your booking. In the event of a cancellation of a booking when the entire rental amount is payable on arrival, there is no fee for a cancellation.

It is your responsibility to personally cancel any other ancillary product that you may have purchased in conjunction with your car rental booking. This includes products such as No Excess Insurance provided by third parties such as Allianz. In the event that you cancel or amend a credit/debit card booking CarTrawler will not be liable for any monetary losses suffered by you as a result of a change in monetary exchange rates between the time of your original booking and its subsequent cancellation or amendment (as applicable). No cancellation is permitted after the date and time that the booking is due to commence.

D. Pricing

CarTrawler makes every effort to ensure that prices quoted at the time a booking is made on this booking engine are accurate in all material respects. Nonetheless CarTrawler reserves the right to amend the price quoted at the time a booking is made in the event of a manifest or patent error in the price quoted. CarTrawler will endeavour to notify the customer as soon as reasonably practicable in the event that a price quoted at the time of booking is incorrect. In the event of a change of price quoted at the time of booking the customer may elect to pay the amended price or alternatively the customer will be entitled to a refund of all sums paid. The foreign exchange rates used by CarTrawler to display prices in the currency chosen by the consumer are updated frequently. Foreign exchange rates used by your credit card company may vary. CarTrawler cannot be held responsible for any discrepancy between the price displayed by CarTrawler and the amount charged by your credit card company due to the rate of exchange used.

E. Complaints Procedure:

Complaints are accepted in writing only and must be logged to [CarTrawler Support](#) and received within 30 days of completion (drop-off date of the rental vehicle). Complaints received after this period will not be processed.

NO LIABILITY IN CREDIT CARD OR DEBIT CARD TRANSACTIONS

CarTrawler endeavours to ensure that all credit card and debit card transactions on this booking engine are secure. HOWEVER, if unauthorised charges appear on your credit card or debit card statement for any card used on this booking engine at any time during or after you make your reservation, conduct your transaction or disclose your card details on this booking engine, CarTrawler shall not be liable or responsible in any way in respect of any damage or loss of whatsoever nature suffered by you arising

from or in any way connected with said use, transaction or disclosure, subject only to any statutory rights which you may have. Please note this booking engine is [VeriSign](#) secured.

- **COPYRIGHT, NOTICE AND LIMITED LICENCE**

All of the information within this booking engine including but not exclusive to, content, text, graphics, images, trade names, structure, photographs, buttons, artwork, computer code are protected by copyright, various intellectual property laws and laws under law and international treaties and is only available to you for personal purposes. Unless you have received written consent from CarTrawler to the contrary, you may only use the booking engine and its content for personal, non-commercial purposes. You do not have permission to modify copy, distribute, collate, transfer, reproduce or display any of the above for personal or business use. In particular, by proceeding to access this booking engine, you agree:

Not to use the booking engine to make any speculative or false reservation;

Not to use the booking engine to research suppliers or suppliers pricing;

Not to use the name "CarTrawler" or any CarTrawler branding for commercial purposes without obtaining prior written permission from CarTrawler; and

Not to reproduce material from this booking engine (Website's) for commercial purposes.

- **DISCLAIMER**

This booking engine is made available to users as it is and CarTrawler makes no warranties or representations that (i) this booking engine or the technology (servers etc.) making it available and supporting it will be without fault or defects or (ii) the information posted on this booking engine is free from infection by viruses or anything else with contaminating or destructive properties. CarTrawler accepts no liability for any infection or effects from harmful applications such as, but not limited to, viruses, Trojans, tampering, fraud or theft, error, technical failure, omissions, delay, unauthorised access or any event which corrupts the acceptable administration, communication and integrity of this booking engine.

- **WAIVER**

Our failure to enforce at any time or for any period any one or more of the Terms of Use shall not be a waiver of them or the rights attaching to any of them.

- **HEADINGS AND CARTRAWLER**

The headings used in these Terms of Use are for reference only and shall not affect the meaning or scope of these Terms of Use. CarTrawler is a business name owned by Etrawler and all references to CarTrawler in these Terms of Use are deemed to include reference to Etrawler. All references to booking engine (Website) in these Terms of Use are deemed to include reference to all bookings made through CarTrawler's call center.

MODIFICATION OF THE TERMS OF USE

CarTrawler reserves the right to change the Terms of Use and the contents of this booking engine for any reason and without prior notice and without liability to you, any other user or any third party. This right shall not affect the Terms of Use accepted by you, the user, upon making a legitimate booking or purchase using this booking engine. You should check these Terms of Use for any changes each time you access the booking engine. The car rental supplier may from time to time change its terms and conditions (which are available on this booking engine) upon which the car rental supplier makes the booked car rental available to you. CarTrawler is not responsible and shall have no liability if the car rental supplier's terms and conditions available on this booking engine have been or are changed by the car rental supplier.

- **GENERAL TERMS AND CONDITIONS**

The Terms of Use and your use of and access to this booking engine are governed by the laws of the Republic of Ireland. The courts of the Republic of Ireland shall have exclusive jurisdiction over all disputes arising between you and CarTrawler out of or relating to your use of this booking engine. Use of this booking engine is unauthorised in any jurisdiction that does not give effect to all provisions of the Terms of Use including without limitation this paragraph. You agree that no relationship, partnership, employment, or agency relationship exists between you and CarTrawler as a result of the Terms of Use or your use of this booking engine. Our performance of the Terms of Use is subject to existing laws and legal process and nothing contained in this agreement shall prevent CarTrawler complying with any law

enforcement or governmental authorities requests or requirements relating to your use of this booking engine or information provided to or gathered by CarTrawler with respect to such use and CarTrawler shall have no liability in respect of such compliance. Although CarTrawler cannot monitor the conduct of its user's offsite, it is a violation of these Terms of Use to use any information obtained from this booking engine in order to harass, abuse or harm other persons, or in order to contact, advertise to, solicit or sell to any user or person without their prior express consent.

- **PRIVACY POLICY**

Our Privacy Policy also applies to your use of the site [<http://www.cartrawler.com/ct/privacy-policy.html>], which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

CarTrawler reserves the right in its sole discretion to amend this Privacy and Security Statement at any time and you should regularly check this privacy policy for any amendments. Any questions, please post your query on our Website