



## TERMS AND CONDITIONS OF EIRTAG SUPPLY

These Conditions set out the Contract between you and Eurolink for the supply and use of the Eirtag. We reserve the right to make changes to these Conditions at any time upon post or email notice to you. You will always be subject to the most recent Conditions unless otherwise required by law or government authority. Alterations, amendments or other changes to these conditions will be posted online at <http://www.eurolink-m4.ie>. As an Eirtag customer you will be deemed to have accepted any such changes within 14 days of the notification or when you use your Eirtag after the date of notification, whichever is the shorter.

The Customer is responsible for maintaining up-to-date customer information in accordance with these conditions, for example the correct address, contact information, vehicle information and registration details, and payment information. Customers should contact the customer service centre by telephone (046 9540266) to update their details. Customers must contact the customer service centre within 7 days to notify of any change of registered vehicle or of name or address or registered office.

### 1 DEFINITIONS

1.1 In these conditions the words below have the following meanings:

**“Account”** means your Eirtag account in respect of which an Eirtag has been issued to you by Eurolink.

**“Account Maintenance Charges”** means one euro plus VAT (€1.00 plus VAT) or such other amount as may be specified by Eurolink as payable in connection with the maintenance of the Account and which may be increased by Eurolink at any time upon prior notice to you.

**“Conditions”** means the terms and conditions as set out in this document.

**“Contract”** means these Conditions, together with the account application form, as may be amended and supplemented from time to time.

**“Charges”** shall mean together the Account Maintenance Charges, Late Payment Charges, Roaming Fee and Eirtag Charges and such other handling charges as we may from time to time levy in accordance with the Contract.

**“Deposit”** means a deposit payable by you on the opening of an Account which Eurolink may increase at any time upon prior notice to you.

**“Eurolink”** or **“we”** or **“us”** means Eurolink Motorway Operation Limited, the supplier of the Eirtag.

**“ETC”** means Electronic Toll Collection.

**“Late Payment Charges”** means the charges that we may from time to time levy in respect of the failure by you to make a Payment within the specified time.

**“Misuse”** means your failure to act in accordance with the provisions of this Contract, the Toll Bye Laws and the Roads Acts 1993-2014, or use the Eirtag in an unauthorised or unlawful manner, including such other acts or omissions that we may specify and notify to you from time to time.

**“Payment”** means the payment by you using the stated Payment Method.

**“Payment Method”** means a payment made by credit card or such other payment method as we may from time to time accept.

**“Permitted User”** means any person permitted by you to use your Eirtag.

**“Rejected Payment”** means a Payment which is rejected for any reason and not received by Eurolink.

**“Roaming Fee”** means the interoperability management fee payable to us by you, which may be increased by us at any time on the giving of 14 days prior notice to you.

**“Registered Vehicle”** means the vehicle or vehicles registered by you in connection with the Contract.



**“Statement”** means the Account statement issued monthly showing amounts received from you including the amount of Tolls, Charges and such other information as we may deem appropriate from time to time.

**“Eirtag”** means the device to be affixed to your vehicle to facilitate the electronic collection of Tolls under the terms of the Contract in respect of the use of one or more toll facilities.

**“Eirtag Charge”** means the price payable by you for the supply of the Eirtag.

**“Toll Bye-laws”** means the bye-laws made pursuant to the Roads Act, 1993 in respect of any Toll scheme.

**“Toll”** means the tolls leviable by Eurolink under the terms of the relevant Toll Bye-laws and/or toll or charge payable in respect of the use of a Toll Road which tolls will be calculated by reference to the particular class to which your vehicle belongs and which may be increased by the us at any time upon prior notice to you. The term “Tolls” shall be construed accordingly.

**“Toll Road”** has the meaning given to it by Section 56 of the Roads Act.

**“you”** means you the customer who has entered into the Contract. Where you are more than one person or entity, each person or entity is jointly and severally liable for our obligations under this Contract.

- 1.2 References to statutes or statutory provisions or regulations include references to any orders or regulations made thereunder and references to any statute, statutory provision, orders or regulations made thereunder include that statute, statutory provision, order or regulation as amended, modified, re-enacted or replaced from time to time.
- 1.3 References to persons shall include bodies corporate and unincorporated, associations, partnerships and individuals.
- 1.4 References to the masculine gender shall, unless the context otherwise requires, include the feminine gender and vice-versa.
- 1.5 Words importing the singular include the plural and vice versa.
- 1.6 References to cent, euro or €, shall mean the lawful currency for the time being of Ireland.
- 1.7 Headings and sub-headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in the interpretation or construction of this Agreement.

## **2 APPLICATION PROCESS**

- 2.1 To open an Account you shall apply using an account application form (available from the customer service centre). On the account application form you shall specify:
  - (i) the relevant details relating to the proposed Payment Method; and
  - (ii) the class of vehicle to which the Eirtag relates.
- 2.2 We reserve the right to refuse any application for an Account.
- 2.3 Prior to the opening of an Account:
  - 2.3.1 You shall accept these terms and conditions; and
  - 2.3.2 We must be in receipt of the Deposit, the Eirtag Charge and any Account Maintenance Charges then payable.
- 2.4 We will issue the Eirtag directly to you or post the Eirtag to the address provided on your account application form.

- 2.5 If you agree to this Contract over the phone or online, you can cancel the Contract within 7 working days from the date you receive these Conditions under the European Communities (Protection of Consumers in respect of contracts made by means of distance communication) Regulations 2001 (as amended).

### **3 SUPPLY AND USE OF THE EIRTAG**

- 3.1 You must comply with all applicable laws applicable to the Toll Road. You are solely responsible for the use of the Eirtag and agree to comply with all operating instructions brought to your knowledge, including (without limitation):

3.1.1 install, properly position and use the Eirtag in the Registered Vehicle in accordance with the instructions. Eirtag mounting instructions are available to view on <http://www.eurolink-m4.ie>. You acknowledge that for the Eirtag to operate correctly, it must be installed in accordance with its instructions and that the failure to properly install the Eirtag will prevent it from operating properly and may lead to additional and/or unexpected Toll Charges. We shall not be responsible for your failure to install the Eirtag properly.

3.1.2 do not carry more than one active tag per vehicle;

3.1.3 only use the Eirtag in accordance with these Conditions for the Registered Vehicle(s);

3.1.4 do not transfer, sell, dispose of, damage or tamper with the Eirtag or use the Eirtag fraudulently or illegally.

3.1.5 an Eirtag may only be used for the Registered Vehicle listed in the account application form for which it is issued. You must notify us of any change of vehicle classification or of your name or address or registered office, as the case may be within seven days of the occurrence of the change.

3.1.6 do not attempt to use the Eirtag by holding it in your hand or leaving it on the dashboard or in another non-mounted position in the vehicle or any other vehicle. Such conduct constitutes Misuse for the purposes of these Conditions.

3.1.7 a beep or multiple beep of an Eirtag while passing through a toll lane does not constitute payment. You must follow all signs and obey all signals at toll plazas.

3.1.8 you shall comply with all road markings, signs, lights and barrier crossings and all safety recommendations and regulations while passing through a toll plaza.

3.1.9 you agree to use best endeavours to ensure that a minimum distance (as specified at each toll plaza) is maintained between your vehicle and all other vehicles at toll lane entrances and toll plazas.

3.1.10 The Eirtag shall be your property and you may allow a Permitted User to use it subject to the terms of this Contract which shall be brought to the attention of any Permitted User by you. You remain responsible for any use made of the Eirtag by a Permitted User.

3.1.11 You shall not do anything or permit anything to be done which may constitute a Misuse of the Eirtag. The use of the Eirtag by you or any Permitted User is solely at your own the risk.

- 3.2 You shall be responsible for notifying us of a malfunctioning or defective Eirtag. To the extent required by us, an Eirtag may be tested at our office to determine if it is functioning properly. A malfunctioning or defective Eirtag that, in our opinion, is defective for reasons other than abuse or improper use shall be replaced at no cost to you.

- 3.3 You acknowledge that while travelling through the M50 barrier toll free location, in the event that a tag is not read, the vehicle registration details will be used to identify your Registered Vehicle as an Eirtag customer. It is therefore important to have the correct vehicle registration assigned to your Eirtag, as your Eirtag may be charged regardless of whether or not it is in the Registered Vehicle.

### **4 PAYMENT OF TOLL AND CHARGES**

#### **4.1 Right to Payment**



We are entitled to a Payment in respect of any Tolls and Charges due pursuant to the Contract. The Charges which we may deduct under this clause shall (without prejudice to the generality of the foregoing) include such charges as we may notify from time to time in connection with Misuse, the misuse of a Toll Road or the issue of additional statements or reports to you.

#### **4.2 Account Maintenance Charge**

The Account Maintenance Charge will be paid in accordance with clause 2.3 in respect of those Account Maintenance Charges payable on the opening of an Account by a Customer and thereafter any Account Maintenance Charges will be payable at the beginning of each month. Such Account Maintenance Charges will be payable in accordance with the Payment Method.

#### **4.3 Statements**

On your request we will provide you with a Statement setting out the transaction history for the stated period. We shall notify you of any charges applicable to the provision of such Statement which shall be made by a Payment to Eurolink.

#### **4.4 Payment of Tolls**

Each time the Eirtag issued to you is used to pay a Toll, whether by you or by anyone else, authorised or not, a Payment shall be made for the applicable Toll using the Payment Method. The Toll payable in respect of the use of any Toll Road may be increased from time to time by toll operators and any such increases shall become immediately binding upon you.

#### **4.5 Rejected Payment**

Where a Rejected Payment occurs, we shall deduct the amount owing from the Deposit. In such circumstances, a Payment shall be made by you within 14 days of the Rejected Payment equal to the amount of the Rejected Payment to increase the Deposit to its previous amount balance.

#### **4.6 Class of Vehicle**

We may unilaterally alter the class of vehicle to which an Account relates, if the classification is incorrect and you shall pay the appropriate Toll applicable to this new classification.

#### **4.7 Dispute of Charges**

We must be notified of any disputes of charges appearing on your Account within ninety (90) days of the charge being posted. All disputes are subject to review and approval and may require additional documentation or evidence from you.

In the case where we incorrectly post a charge to your Account and or charge you incorrectly, we will refund the amount incorrectly charged to your Account. You are not entitled to interest on any sums received by Eurolink pursuant to these conditions.

#### **4.8 Changes to details**

You must notify us of any changes with respect to your credit card details as set out in the account application form.

#### **4.9 Interoperability**

You acknowledge that with respect to interoperability:

- (i) You will be able to affect the discharge of a Toll by means of ETC in respect of a particular Toll Road to discharge the toll for a different Toll Road operated by another operator;
- (ii) We shall be entitled to Payment of the Toll;
- (iii) We shall also be entitled to payment of the Roaming Fee;

- (iv) We shall notify you from time to time of the identity of the Toll Roads;
- (v) In the event that you purchase a tag from another operator of a Toll Road and propose to utilise this tag along with the Eirtag, it is your responsibility to ensure that the Eirtag is read by the operator's ETC system.

## **5 TERMINATION**

5.1 We may terminate this Contract with immediate effect:

- (i) if a petition is presented for a bankruptcy order in respect of you or if you are otherwise unable to pay your debts as they fall due or, as appropriate, an encumbrance lawfully takes possession (and does not relinquish possession within 30 days) or a receiver is validly appointed in respect of your assets or a petition is presented from the appointment of an examiner or an examinership order is made in respect of you or if you are presented with a petition for the winding-up or an order or an effective resolution is made or passed for the winding-up against you; or
- (ii) if you are in material breach of any of the terms of these Conditions if such breach is incapable of remedy or, if capable of remedy, such default continues un-remedied for 30 days after notice thereof has been given by us to you;
- (iii) where you fail to use the Eirtag in accordance with these Conditions or have Misused the Eirtag;
- (iv) where in Eurolink's opinion, you have ceased to make payments required in accordance with these Conditions and failed to discharge an amount owing within 7 days of a request for payment.
- (v) following the termination of any agreement to which Eurolink are a party relating to Eurolink's provision of the toll facilities.

5.2 This Agreement may be terminated by either party by giving 10 days written notice to the other party. To exercise the right to cancel you must return the Eirtag to us together with a written request for cancellation.

5.3 If you do not accept the Conditions of this Contract, or any future alterations, amendments or other changes to Conditions, you shall notify the Customer Service Centre within fourteen (14) days of issue of those details by Eurolink and this Contract shall be terminated.

## **6 CONSEQUENCES OF TERMINATION**

6.1 You must return the Eirtag(s) to Eurolink pursuant to clause 7.

6.2 Following termination, you will remain responsible for the payment of any amounts owing by you under this Agreement. Any such amount shall be payable out of the Deposit and any remaining credit balance shall be refunded to you. If the Deposit is insufficient to cover all Charges payable, you will remain liable for all such amounts. If such unpaid charges are not promptly paid to us, you may become liable for additional service charges, fines, or penalties, in accordance with the applicable law.

6.3 Any consequences of termination of this Agreement pursuant to this clause shall be without prejudice to any other rights or remedies accrued to the parties.

## **7 RETURN OF EIRTAG**

7.1 You agree to return the Eirtag to Eurolink:

- (i) upon our request;
- (ii) where the Eirtag is defective or is found following a notification that the Eirtag is lost or stolen;
- (iii) following the termination of this Contract for whatever reason, subject to the return of the Eirtag and an appropriate deduction by reference to a depreciation table you may be refunded the Eirtag Charge.

- (iv) Where you are liable for any Toll, or other Charges in these circumstances and the amount of the Deposit is insufficient to cover these Tolls, Charges, such Toll, Charges will be deducted from the reduced Tag Charge.

7.2 Where you fail to return an Eirtag in accordance with these Conditions, within 15 days of being obliged to do so, we may impose a charge in respect of the Eirtag, such charge to be payable out of the Deposit or within 15 days of our request for payment.

## **8 LOST/STOLEN EIRTAGS**

8.1 In the event that an Eirtag is lost or stolen, it is your responsibility to notify us. You shall continue to be liable for any use made of the Eirtag until we have been notified of the Eirtag being lost or stolen and we have cancelled the Eirtag.

8.2 Following the notification in accordance with Clause 8.1 above, we shall cancel or otherwise disable the Eirtag and no further use may be made of the Eirtag.

8.3 Where you lose an Eirtag, you shall not be entitled to a replacement Eirtag but may re-apply for a new Eirtag and shall be liable for the Eirtag Charge in respect of the issue of the new Eirtag.

## **9 MISUSE OF THE EIRTAG**

In the event that we are of the opinion that the Eirtag is or has been subject to Misuse, we will be entitled to cancel or otherwise disable the Eirtag so that no further use may be made of the Eirtag. We shall not be liable to you for any cancellation of the Eirtag due to any actual or reasonably suspected misuse of the Eirtag.

## **10 DATA PROTECTION NOTICE**

10.1 In order that we may provide you with an effective service, it is necessary for Eurolink to collect and use data relating to you while you hold an Account. This data is used mainly to manage your Account and for operational reasons.

10.2 Eurolink may disclose your personal data to agents, contractors and service providers in connection with the activities referred to above. They are also required to keep your data safe and secure.

10.3 Eurolink may disclose your personal data to a relevant compatible operator in connection with the provision of interoperable toll transactions in Ireland.

10.4 We may use the data relating to you to carry out credit checks and for fraud prevention with licensed agencies, fraud prevention agencies and other toll service providers.

10.5 Eurolink may keep your data for a reasonable period after you cease to hold an Account but will not keep it for any longer than is necessary and or as required by law.

10.6 Eurolink may communicate with you via email, telephone or through the post in order to get your opinion on Eurolink and ways to improve our service.

10.7 You have the right, to ask for a copy of your personal data (Eurolink is entitled to charge a nominal administration fee for this). If you wish to avail of this right, you should submit a written request to us at the address listed in Clause 16. In order to protect your privacy, you may also be asked to provide suitable proof of identification. If any of your details are incorrect please let us know and we will amend them.

## **11 ASSIGNMENT**

Eurolink may assign, transfer or otherwise dispose of its rights, obligations and interest in or under the Contract to any person at any time. You may not assign, transfer or otherwise dispose of its rights, obligations and interest in or under the Contract.



## **12 FORCE MAJEURE**

If the use of the Eirtag on any Toll Road is prevented or hindered by any matter beyond the control of Eurolink including but not limited to acts of God, acts of government, strikes, lockouts, industrial disputes, winds, fire, lightning, aircraft, explosion, flooding, drought, riots, civil commotions, acts of war, malicious mischief or theft then the performance of the Contract shall be suspended without any liability on the part of Eurolink until such prevention or hindrance comes to an end.

## **13 LIABILITY**

13.1 To the maximum extent permitted by law, any and all liabilities of Eurolink (whether under contract, tort (including negligence) or otherwise) arising out of or in connection with an Eirtag (including without limitation, the Eirtag failing to function, being deactivated or the Misuse of the Eirtag) are hereby excluded.

13.2 Neither Eurolink nor its agents will have any obligation or liability with respect to your use or the performance of the Eirtag. Your sole and exclusive remedy from Eurolink and its agents will be the replacement of any defective Eirtag(s).

13.3 Eurolink shall not be liable to you for any loss of profits, goodwill, business opportunity or any type of special, indirect or consequential loss incurred by you, whether directly or indirectly.

## **14 MISCELLANEOUS**

14.1 The Conditions set out herein and the account application form constitutes all the terms and conditions of this Contract. You acknowledge that you have not relied upon any representation save for any set out in these Conditions.

14.2 The interpretation of the Contract shall be governed by Irish Law and the Irish courts have jurisdiction to resolve any dispute in relation to the Contract.

14.3 There shall be no waiver of any Conditions unless such waiver is evidenced in writing and signed by the waiving party. No omission or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof of any other right, power or privilege.

14.4 The rights and remedies herein are cumulative with and not exclusive of any rights or remedies provided by law. Except as expressly stated in this Contract, any and all representations, warranties and undertakings, express or implied are hereby excluded.

## **15 PROVISIONS SEVERABLE**

Each of the provisions contained in these Conditions shall be severable and distinct from one another and if any one or more of such provisions is now or hereafter become invalid, illegal or unreasonable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected, prejudiced or compared thereby.

## **16 NOTICES**

16.1 We will have given you proper notice:

(i) If we send the notice by post to your last known address on the second day after the date it was posted; or

(ii) If we address the notice to some or all customers in an advertisement. Notices may be included in any other communication we send you.

16.2 You will have given us proper notice if you send the notice by post addressed to us at the Customer Service Department, Eurolink Motorway Operation Limited, Maintenance Building, Newcastle, Enfield, Co Meath, telephone: 046 9540266 and fax: 046 9540269.