



Fermoy, Tag Terms and Conditions,

1. Interpretation

In the agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

Account: the User's account with Direct Route (Fermoy) Ltd.;

Account application form: the paper or online application which must be completed by the User prior to opening an account;

Account maintenance charges: Late payment charges and such other handling charges as Direct Route (Fermoy) Ltd. may from time to time levy in accordance with this agreement;

Agreement: the agreement between the User and Direct Route (Fermoy) Ltd. for the maintenance of an account and for the use of the tag by the User on the terms and conditions set out herein, together with the terms of the User guide, FAQ and the account application form which may be published by Direct Route (Fermoy) Ltd. from time to time. The agreement is only available in the English language;

Compatible Operator: means an operator of a Toll scheme other than Direct Route (Fermoy) Ltd. which accepts the use of Direct Route (Fermoy) Ltd. tags on its Toll scheme;

Consumer: as such term is defined in section 2 of the Sale of Goods and Supply of Services Act, 1980;

Equipment: all equipment used by Direct Route (Fermoy) Ltd. to operate the electronic toll collection system other than the tag;

Event of Default: any act or omission on the part of Direct Route (Fermoy) Ltd. falling within Clause 14.1;

Late Payment Charges: the charges that Direct Route (Fermoy) Ltd. may from time to time levy against a User in respect of the failure by a User to make payment within the time specified by Direct Route (Fermoy) Ltd.;

Low Balance Level: the low balance level specified in the account application;

Method of Payment: a payment made by either credit card, debit card, cash or cheque;

Minimum Balance: the minimum balance of such amount as may be determined by Direct Route (Fermoy) Ltd. from time to time and notified to Users, that a User must maintain in his/her account at all times;

Misuse: the failure to act in accordance with the provisions of clause 2.1 to 2.5 inclusive or otherwise in accordance with the agreement, including such other acts or omissions that Direct Route (Fermoy) Ltd. may specify and notify to Users from time to time;

Service Charge: the monthly administration fee payable to Direct Route (Fermoy) Ltd. by the User as announced by Direct Route (Fermoy) Ltd. from time to time and as may be increased by Direct Route (Fermoy) Ltd. at any time on the giving of 14 days prior notice to Users;

Statement: the Account statement for the previous 6 months (or such other period as Direct Route (Fermoy) Ltd. may from time to time decide) showing amounts received from the User, the amount of Tolls, charges (including the service charge, and account maintenance charges) and other sums charged by Direct Route (Fermoy) Ltd. and such other information as Direct Route (Fermoy) Ltd. may deem appropriate from time to time;

Tag: the Direct Route (Fermoy) Ltd. tag to be affixed to the User's vehicle to facilitate the electronic collection of Tolls under the terms of the Agreement in respect of the use of one or more Toll Facilities;

Tag Deposit: an amount of €20 or such other amount notified by Direct Route (Fermoy) Ltd. to the User payable at the opening of an account or in accordance with Clause 8.2 as security for the loss of or damage to a tag which is (subject to any deductions that may be made in accordance with the agreement) refundable on return of the tag to Direct Route (Fermoy) Ltd.;

Tag holder: Plastic holder which fixes tag to windscreen

Toll Bye-laws: the bye-laws made pursuant to the Roads Act, 1993 in respect of any Toll scheme;

Tolls: the tolls leviable by Direct Route (Fermoy) Ltd. under the terms of the relevant Toll Bye-laws and/or tolls or charges payable in respect of the use of a Toll facility. All Tolls are inclusive of VAT;

Toll Facility: any Toll scheme or other service which may be used or accessed with a tag as announced by Direct Route (Fermoy) Ltd. from time to time;



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Toll Scheme: Toll Scheme any toll scheme operated in accordance with the Roads Act, 1993;

Top-Up Amount: The amount corresponding to the payment for a number of trips chosen by the User in the account application form which will be charged to the User when the User's account reaches the low balance level;

User: the person issued with the tag by Direct Route (Fermoy) Ltd.;

User Guide: the instructions for the installation and use of the tag enclosed with the packaging for the tag and as may be amended by Direct Route (Fermoy) Ltd. and notified to the User from time to time. References to Direct Route means Direct Route (Fermoy) Ltd. and/or any of its subsidiaries and includes their assignees. References to statutes or statutory provisions, regulations or bye-laws include references to any orders or regulations made there under and references to any statute, statutory provision, orders, regulations or bye-laws made there under include that statute, statutory provision, order or regulation as amended, modified, re-enacted or replaced from time to time. References to persons shall include bodies corporate and unincorporated, associations, partnerships and individuals. References to the masculine gender shall, unless the context otherwise requires, include the feminine gender and vice-versa. References to cent and euro shall mean the lawful currency for the time being of Ireland. Headings to clauses are for information only and shall not form part of the operative provisions of this agreement and shall be ignored in construing it.

2. Provision and use of Tag

Direct Route (Fermoy) Ltd. shall provide the User with the tag and tag holder and the User shall:

- 2.1 install and use the tag in the vehicle in accordance with the User guide;
- 2.2 only use the tag for the vehicle(s) listed in the account application form and in respect of which the tag was issued and only in accordance with this agreement;
- 2.3 not transfer, sell, dispose of, damage or tamper with the tag or use the tag fraudulently or illegally;
- 2.4 exercise all possible care to ensure that the tag is not lost, stolen, misused or damaged; and
- 2.5 give Direct Route (Fermoy) Ltd. all information in his/her possession regarding any loss, theft or misuse of the tag and will take all steps Direct Route (Fermoy) Ltd. deems necessary to assist the recovery of the tag.

3. Notification of Fault, Loss, Theft or Misuse

3.1 If the tag is faulty, lost, stolen or is otherwise in any way liable to misuse the User must immediately notify Direct Route (Fermoy) Ltd. by telephone on 021 4889968 (lines open during office hours) (or such other numbers as notified from time to time) to be confirmed in writing in accordance with Clause 10.3. Until Direct Route (Fermoy) Ltd. receives such confirmed notification, the User will remain liable for any use of the tag. After Direct Route (Fermoy) Ltd. receives such confirmed notification, the User's liability for any subsequent misuse of the tag will cease.

3.2 Once the tag is notified as being faulty, lost, stolen or liable to misuse, the User shall make no further use of the tag. If the tag is retrieved, the provisions of Clause 8.1 shall apply. The Gardaí should be informed of Lost and Stolen tags.

4. Collection of Tolls and Charges

4.1 Upon application to Direct Route (Fermoy) Ltd. for an account, the User will complete an account application form and will:

- a) Indicate his/her proposed method of payment;
- b) Provide requested details relevant to his/her proposed method of payment; and

4.2 Direct Route (Fermoy) Ltd. shall be entitled to deduct tolls, service charges, account maintenance charges and other sums and charges due to it pursuant to the terms hereof, from the funds received from the User from time to time, as the same shall be incurred. The charges which Direct Route (Fermoy) Ltd. may deduct under this clause shall (without prejudice to the generality of the foregoing) include charges arising in



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connection with misuse, the misuse of a Toll facility or a tag or the issue of additional statements or reports to the User or as Direct Route (Fermoy) Ltd. may notify from time to time.

4.3 The User acknowledges that:

- a) He/she is responsible for ensuring that his/her account is in credit and if the tag or the equipment is faulty or otherwise does not operate, for example, by reason of the User's account not being in credit, the User will have to pay the Toll in cash when using the relevant Toll facility;
- b) The Toll payable in respect of the use of any Toll facility can be increased from time to time by the relevant Toll operator and any such increases shall become immediately binding upon him/her and Direct Route (Fermoy) Ltd. may request the User to increase the amount paid by him/her each month;
- c) If he/she cancels, alters or does not intend to continue making payments, he/she shall within 24 hours notify Direct Route (Fermoy) Ltd. of such cancellation, alteration or intention;
- d) He/she is not entitled to interest on any sums received by Direct Route (Fermoy) Ltd. pursuant to the terms hereof; and
- e) He/she must notify Direct Route (Fermoy) Ltd. of any change of vehicle details or of his/her name or address or registered office, as the case may be.

4.5 In addition to the charges specified in this agreement Direct Route (Fermoy) Ltd. may levy such other charges in respect of transactions carried out by the User which, without prejudice to the generality of the foregoing, may include the following: late payment charges, credit or debit card charges, administration and insurance charges, provided that Direct Route (Fermoy) Ltd. must publish or otherwise notify to the User such charges at least 30 days prior to their implementation.

4.6 Direct Route (Fermoy) Ltd. shall act as collection agent on behalf of other compatible operators when collecting Tolls from such other compatible operator's customers at the M8 Rathcormac/Fermoy Bypass Toll facility.

5. Tags Ordered by Internet or Telephone

In the case of a User who is a consumer and who obtains a tag over the Internet or by telephone, the tag will be provided by post or such other means as agreed between Direct Route (Fermoy) Ltd. and the User. Such individual's may be entitled to exercise a statutory right of cancellation of his/her order. However, this right of cancellation will not apply if such User uses the tag within seven working days of receipt of the tag. If the right of cancellation does apply, such User may exercise this right within seven working days of receipt of the tag and must return the unused tag within 28 days in its original packaging and at the cost of the User to: Direct Route (Fermoy) Ltd., Skahanagh North, Watergrasshill, Co. Cork. No cancellation requests by Users who are not consumers or who have obtained a tag other than over the Internet or by telephone will be entertained by Direct Route (Fermoy) Ltd. in respect of such tag except pursuant to Clause 7.3 below.

6. Suspension

When the balance on an account reaches the low balance level, Direct Route (Fermoy) Ltd. will, using the payment details provided by the User (and the User hereby consents to such use by Direct Route (Fermoy) Ltd.), automatically charge a further payment from the User to bring the account back to a level of at least the User's top-up amount as chosen by the User in his/her account application form. In the event of a payment failure, Direct Route (Fermoy) Ltd. will immediately suspend the account and use of the tag until successful payment of the top-up amount is received. If payment is not received by Direct Route (Fermoy) Ltd., the terms of clause 7.1(b) and clause 8 shall apply.



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7. Termination

7.1 The agreement or the right to use individual tags may be terminated at any time by notice from:

- a) Direct Route (Fermoy) Ltd. to the User, if, having confirmed that he/she would make payments, a Direct Route (Fermoy) Ltd. request for funds is not accepted, the User's cheque is returned unpaid or the User notifies or it becomes apparent to Direct Route (Fermoy) Ltd. that he/she does not intend to continue making payments;
- b) Direct Route (Fermoy) Ltd. to the User, if 14 days or more (or such other reasonable term as Direct Route (Fermoy) Ltd. may determine from time to time) have elapsed from the suspension of an account pursuant to clause 6 and the User has failed to ensure that the account holds at least the low balance level;
- c) Either party to the other of at least seven days;
- d) Direct Route (Fermoy) Ltd. to the User, if the User has, in the opinion of Direct Route (Fermoy) Ltd., failed to use the tags allocated or made fraudulent or any other unauthorised or illegal use of the tag or other use not in accordance with the agreement;
- e) Direct Route (Fermoy) Ltd. to the User, if the User goes bankrupt or is otherwise unable to pay his/her debts as they fall due or, as appropriate, an encumbrancer lawfully takes possession (and does not relinquish possession within 30 days) or an examiner or receiver or liquidator is validly appointed in respect of the User or assets of the User or an examinership order is made in respect of the User or an order or an effective resolution is passed for the winding-up of the User;
- f) Direct Route (Fermoy) Ltd. to the User, if the User is in breach of any of the terms of the agreement if such breach is incapable of remedy or, if capable of remedy (but without prejudice to Clause 7.1(b)), such default continues unremedied for 30 days after notice thereof has been given by Direct Route (Fermoy) Ltd. to the User;
- g) anything analogous to any of the foregoing occurs to the User in any jurisdiction; or
- h) the User ceases or threatens to cease carrying on business.

7.2 The agreement will automatically terminate if agreements or arrangements entered into by Direct Route (Fermoy) Ltd. to operate a Toll facility come to an end and are not renewed. In any event Direct Route (Fermoy) Ltd. shall notify the User before or upon the happening of the relevant event.

7.3 Upon receipt of notice of termination:

- a) the User will immediately return the tag; and
- b) within 56 days of termination, Direct Route (Fermoy) Ltd. shall prepare and submit a statement showing the total amount received from the User, the total amount of Tolls, charges or other sums deducted by Direct Route (Fermoy) Ltd. and such other information as appears to Direct Route (Fermoy) Ltd. to be appropriate to indicate the uses that have been made on the Users account since the last statement was issued to the User; and
- c) if the said statement indicates that Direct Route (Fermoy) Ltd. holds funds to the credit of the User, Direct Route (Fermoy) Ltd. shall soon thereafter send a cheque made payable to the User for the sum equivalent to the funds so held.

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

8. Return or Replacement of Tag

8.1 The Tag is at all times the property of Direct Route (Fermoy) Ltd. and Direct Route (Fermoy) Ltd. grants the User a license to use the tag only in accordance with the terms of the Agreement. The tag must be returned to Direct Route (Fermoy) Ltd. by post or delivered to Direct Route (Fermoy) Ltd., Skahanagh North, Watergrasshill, Co. Cork.

- a) Direct Route (Fermoy) Ltd. notifies the User that it intends to replace the tag;



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- b) The tag is notified lost, stolen or liable to be misused pursuant to clause 3 and it is then retrieved;
- c) The agreement is terminated pursuant to clause 7; or
- d) The tag is notified faulty pursuant to clause 3.

8.2 Direct Route (Fermoy) Ltd. reserves the right to charge the User for the tag if it is returned, damaged or tampered with or is not returned to Direct Route (Fermoy) Ltd. within 28 days of:

- a) In the case of Clause 8.1(a), Direct Route (Fermoy) Ltd. notifying the User;
- b) In the case of Clause 8.1(b), the User notifying Direct Route (Fermoy) Ltd. of the loss, theft or possibility of Misuse;
- c) In the case of Clause 8.1(c), the termination pursuant to Clause 7; or
- d) In the case of Clause 8.1(d), the User notifying Direct Route (Fermoy) Ltd. of a fault and such fault has arisen as a result of the User's act or default.

Except where Direct Route (Fermoy) Ltd. has agreed that a lesser amount is payable, such charge (plus value added tax, if applicable) to be at the rate of €30 per tag or such greater amount as Direct Route (Fermoy) Ltd. may notify from time to time and User agrees that such sum may be deducted from funds received from the User from time to time. This charge is not refundable and shall apply notwithstanding that a User may return the tag at any time after the 28 day period referred to in this clause has expired. Direct Route (Fermoy) Ltd. may deduct this charge from the tag deposit and require a fresh tag deposit in respect of any new tag issued. In addition, in circumstances where the account is terminated, following a suspension, pursuant to clause 7.1(b), Direct Route (Fermoy) Ltd. shall be entitled to apply any balance remaining in the account towards the payment of this charge.

8.3 Where a tag is lost or stolen, an additional €30 charge is required for a replacement tag. Faulty tags are replaced on return of tag at no extra charge.

8.4 Replacement tag holders are available at €5 per holder

9. Compliance

The User shall comply with any instruction for use of the tag issued by Direct Route (Fermoy) Ltd. from time to time and with all applicable laws including, without prejudice to the generality of the foregoing, any bye-laws or regulations created there under. Tags are issued to an account holder for use on a particular vehicle of a class and registered number. Use of a tag on a vehicle for which it was not issued is not allowed without notifying Direct Route (Fermoy) Ltd. of change of vehicle/class and any necessary change to toll rate. Such wrongful use of a tag is a breach of the agreement and will be subject to a minimum penalty consisting of the difference in toll rate of class of vehicle used to class of vehicle to which tag issued (in the event that the cost is greater) plus an administration fee of €30 or such fee as is set from time to time.

10. Communication

10.1 Where either party is required to notify the other according to the agreement or otherwise wishes to communicate with the other party such notice or communication may be served, in the case of notice or communication (including any complaint or enquiry) to Direct Route (Fermoy) Ltd. by posting by recorded delivery post or delivering the same or sending an e-mail to Direct Route (Fermoy) Ltd., Mainline Toll Plaza, Skahanagh North, Watergrasshill, Co. Cork or, in the case of notice or communication to the User by post or delivering the same or sending the same by email (where an email address has been provided by the User) to the address last notified to Direct Route (Fermoy) Ltd. or by posting such communication or notice on the Direct Route (Fermoy) Ltd. website www.DirectRoute.ie

10.2 Any notice or other communication so served shall be deemed duly served forty-eight hours after posting or upon delivery or at the time of transmission or sending depending upon whether it is sent by post, delivered or by email respectively.

10.3 If notification is by telephone or in person it will only be effective if confirmed by notice served in



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accordance with this Clause 10 within seven days.

10.4 Direct Route (Fermoy) Ltd. may also notify Users of changes to this agreement by publishing a notice of such changes in at least two newspapers published in the state provided however that such changes shall not come into effect until at least 30 days after such publication.

11. Changes to Terms and Conditions

The terms and conditions of the agreement may be changed by Direct Route (Fermoy) Ltd. at any time and any such changes will be notified to the User prior to coming into effect.

12. Assignment

Direct Route (Fermoy) Ltd. may appoint a third party to operate a Toll Facility and/or perform any of the obligations of Direct Route (Fermoy) Ltd. under the agreement. Direct Route (Fermoy) Ltd. shall be entitled to assign, transfer, charge or otherwise deal with the tag or the rights, benefits and burdens hereunder without the consent of the User. The User shall not be entitled to take any such action without the prior written consent of Direct Route (Fermoy) Ltd.

13. Data Protection

The account application form includes a data protection notice (or in the case of an online application, a Privacy Statement). Direct Route (Fermoy) Ltd. may disclose information provided by the User to any Direct Route (Fermoy) Ltd. subsidiaries or to a relevant road authority or operator in connection with any Toll facility and to any person that assumes Direct Route (Fermoy) Ltd. duties, rights and liabilities, hereunder. Any information given by the User in relation to any loss, theft or misuse may be passed on to the Gardaí together with any other information Direct Route (Fermoy) Ltd. considers relevant to the operation of a Toll scheme in accordance with the obligations under the Roads Act, 1993.

14. Liability

14.1 The following provisions set out Direct Route (Fermoy) Ltd.'s entire liability to the User in respect of:

- (a) any breach of its contractual obligations arising under the Agreement; and
- (b) any representation, statement or tortious act or omission including negligence or otherwise arising under or in connection with the Agreement

14.2 Direct Route (Fermoy) Ltd. accepts no liability of any kind arising from tag misuse.

14.3 Direct Route (Fermoy) Ltd. shall not be liable to the User in respect of any event of default for loss of profits, goodwill or any type of special, indirect or consequential loss howsoever caused (including, loss or damage suffered by the User as a result of an action brought by a third party) even if such loss was reasonably foreseeable or in the contemplation of Direct Route (Fermoy) Ltd. or if Direct Route (Fermoy) Ltd. had been advised of the possibility of the User incurring the same.

14.4 If a number of events of default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under the agreement.

14.5 The User hereby agrees to afford Direct Route (Fermoy) Ltd. not less than 30 days in which to remedy any event of default hereunder.

14.6 Except in the case of an event of default arising under Clause 14.2 above, Direct Route (Fermoy) Ltd. shall have no liability to the User in respect of any event of default unless the User shall have served notice of the same upon Direct Route (Fermoy) Ltd. within three years of the date it became aware of the circumstances giving rise to the event of default or the date when it ought reasonably to have become so aware.

14.7 Nothing in this Clause 14 shall confer any right or remedy upon the User to which it would not otherwise be legally entitled.



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14.8 Except as expressly stated herein, all conditions, warranties, representations, terms, obligations and/or undertakings, express or implied, whether arising under statute, common law, trade usage, course of dealing or otherwise are excluded to the fullest extent permitted by law. Notwithstanding the foregoing, where a User is dealing as a consumer, the contractual rights which such User enjoys by virtue of the Sale of Goods Act, 1893 (as amended) and the Sale of Goods and Supply of Services Act, 1980 are in no way prejudiced by anything contained in this agreement save to the fullest extent permitted by law.

15. Waiver

15.1 There shall be no waiver of any terms or conditions unless such waiver is evidenced in writing and signed by the waiving party.

15.2 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.

15.3 The rights and remedies herein are cumulative with and not exclusive of any rights or remedies provided by law.

16. Entire Terms and Conditions

The terms and conditions set out herein (together with the User guide, FAQ and the account application form which may be published by Direct Route (Fermoy) Ltd. from time to time) constitute all the terms and conditions of the agreement. The User acknowledges that he has not relied upon any representation save for any set out in these documents.

17. Governing Law

The interpretation of the agreement shall be governed by Irish Law and the User irrevocably submits to the non-exclusive jurisdiction of the Irish courts.

18. Force Majeure

If the use of the tag or any Toll facility is prevented or hindered by any matter beyond the control of Direct Route (Fermoy) Ltd. 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 Agreement shall be suspended without any liability on the part of Direct Route (Fermoy) Ltd. until such prevention or hindrance comes to an end.