

Standard terms of vehicle rental in Ivopol Sp. z o.o. - Rentacar Direct vs

This standard rental lease is an integral part of the Rental Agreement for a vehicle between Ivopol Sp. z o.o. and the Lessee specified in the Rental Agreement. These rental terms are applied to all rental agreements unless the agreement stipulates otherwise.

1. Issue and return of the car.

1.1. The rented car is clean, in good technical condition, with complete equipment, vehicle documents, insurance, one set of keys and a full tank of fuel. All reservations regarding the vehicle should be reported to the Rental entity at the time of its issuance to the Lessee and entered into the Vehicle Acceptance Protocol. The Lessee's signature on the protocol and rental agreement is confirmation that the Lessee has received the vehicle without any reservations as to its condition, appearance, equipment, as well as the Rental terms.

1.2. The Lessee is obliged to return the vehicle to the Rental entity in the condition in which he rented it, with a set of documents, a full tank of fuel * in the place and on the day specified in the rental agreement. In the event of a change in the date and place of return of the vehicle to the Rental entity indicated in the rental agreement, the Lessee is obliged to inform the Rental entity of such a change. In such a situation, the Lessee also accepts additional fees related to the changes made to the date and place of return of the vehicle to the Rental entity. The amount of fees is detailed in the price list. * does not apply to people who bought the option – fuel tank

1.3. The Lessee is obliged to verify the condition of the vehicle together with the Rental entity and sign the vehicle's delivery-acceptance protocol. The return of the vehicle to the Rental entity can only take place into the hands of an employee who is a Rentacar Direct representative.

1.4. The Rental entity reserves the right to terminate the vehicle rental agreement with immediate effect and immediately take back the vehicle at the Lessee's cost in the event of the Lessee breaking the rental terms. 1.5. The Lessee may limit his liability for damage or loss of a vehicle by purchasing additional options specified in point 7 of these Rental Terms.

1.6. In the event of the Lessee abandoning the vehicle, i.e. not returning it directly to the Rental entity, the Lessee bears full responsibility for the Rental Object until the vehicle is picked up by the Rental entity.

1.7. The Lessee agrees to the inspection of the vehicle by an employee of the rental company without his presence and agrees with their result along with any consequences.

2. Terms of use of the vehicle.

2.1 During the vehicle rental period, the Lessee undertakes to use the Rental Object in accordance with its purpose, properties and the manufacturer's and seller's instructions received from the Rental entity, as well as in accordance with traffic regulations. The Lessee is also obliged to:

- compliance with and application of the terms of the lease
- proper securing of the vehicle and equipment against theft
- The lessee should, if possible, park the rented vehicle in guarded parking lots
- The lessee is not allowed to leave the documents in the vehicle when leaving it
- The lessee should lock the vehicle each time it is left
- The lessee himself, at his own expense, should check the condition of fluids, lights, tire pressures and, if necessary, correct them
- The lessee should keep the vehicle clean and use the vehicle in a way that will not damage the interior of the vehicle, as well as the interior of the luggage compartment. The Lessee is responsible for all losses caused by damage to the vehicle. Damage for which the Lessee is responsible also includes: burnt holes in the upholstery, soiling of the upholstery, damage to switches, internal upholstery elements, thresholds, vehicle body elements, door handles, locks, etc.

2.2 The Lessee may not:

- use the vehicle to transport more people or greater load weight than that specified in the vehicle registration document
- supply the Rental Object to sublease or otherwise make it available to persons not indicated in the Agreement
- use the vehicle for transporting objects and substances that may, due to their properties, immobilize the vehicle or put it out of service or result in the lack of the possibility of further rental (e.g. smoking, transporting animals)
- use the vehicle for starting or towing other vehicles, trailers or other objects
- use the vehicle in races, rallies or other competitions
- use the vehicle in violation of the law, e.g. Customs, road or other
- use the vehicle under the influence of alcohol, psychotropic drugs or other intoxicants or substances that weaken awareness and ability to react
- give the vehicle for use by other drivers not included in the rental agreement
- use the vehicle outside the country in which the vehicle has been rented without confirmed consent from the Rental entity in writing or by e-mail
- use the vehicle in geographical areas affected by a natural disaster, or geographical areas which the Rental entity has specified at the time of renting the vehicle.

2.3 In the event of damage to the vehicle due to the Lessee's fault, including loss or destruction of documents or vehicle keys, the Lessee bears the costs of repairing the vehicle. The Rental entity may demand additional coverage of lost revenues (benefits) resulting from vehicle downtime, the amount of which will correspond to the daily rental rate for each day of downtime (excluding the vehicle from service).

2.4. The driver of the rented vehicle must meet the following requirements:

- min. age 19 for groups M, E, C
- min. age 21 for groups I, S
- min. age 23 for group F
- min. age 25 for other groups as well as driving license valid for 2 years.

There is a possibility of incurring an additional fee - a surcharge for a young driver according to the Price List options.

2.5 An International Driving Permit is required for drivers from outside the European Union

3. The Lessee's responsibility

3.1 The Lessee bears full responsibility for fines, including parking tickets, the imposition of which results from law, including traffic regulations.

3.2. The Lessee bears full responsibility for damages caused to third parties arising during the use of the vehicle by the Lessee.

3.3 The Rental entity does not bear any responsibility for the Lessee's goods left in the vehicle during the Rental period or after its return (left after return).

3.4 The Lessee bears full responsibility (full deductible) in the event of exceeding the indicated vehicle service.

4. Damage, loss, technical failure, theft of the vehicle

4.1. In the event of damage, loss or theft of a vehicle or its equipment, the Lessee is liable for any damage resulting from this in accordance with the applicable provisions of law and the terms of the vehicle rental. As part of the compensation, the Rental entity may demand that the Lessee cover the lost revenues (benefits) in the amount corresponding to the daily rental rate for each day counted from the day of exclusion of the vehicle from service to the day of its return to operation as part of the business run by the Rental entity or until the day of purchasing a new vehicle in place of one that was stolen / lost. The Lessee's liability may be limited by him purchasing additional options according to the Price List.

4.2 In the event of damage or technical failure of the vehicle, the Lessee is obliged to secure the vehicle and its remaining parts and immediately inform the Rental entity about the incident.

4.3. The Lessee is not authorized to make any repairs to the vehicle without prior notice to the Rental entity and obtaining the appropriate consent of the Rental entity in writing.

4.4. In the event of damage to the vehicle due to reasons not attributable to the Lessee, the Lessee should make every effort / carry out actions aimed at discovering / establishing the perpetrator. He should also secure / document any evidence that may contribute to the discovery of the perpetrator.

4.5 In every case of a collision / theft, the Lessee should call the Police and inform the Rental entity about the event. The lessee is obliged to immediately provide a document prepared by police officers, which will show that the vehicle appears to have been subject to the above-mentioned events.

4.6. The Lessee is obliged to provide information necessary to make claims related to the events described in 4.5, which is demanded by the Rental entity or insurer, including a detailed description of the event, and the personal data of the people involved and witnesses of the event.

5. Fees.

5.1. All fees are given in PLN; however, if they are given in EUR, they are converted into PLN according to the average NBP exchange rate from the day preceding the final day of renting the vehicle.

5.2 The cost of rental is calculated as a multiple of 24-hour periods / days of rental from the rental time indicated in the agreement.

5.3. In the case of returning a vehicle with the fuel tank not full, the Rental entity shall charge the Lessee for the costs of refilling as per the Rates given in the Table of fees.

5.4. The Lessee may reserve the service of renting a vehicle outside the office's working hours, in which case he should give the credit card number and pay all related fees not later than 24 hours before the vehicle is picked up. If the vehicle is not picked up at the agreed time, the Lessee will be burdened with the costs of placing the vehicle in the place of receipt of the vehicle agreed with the Lessee and for the first day of renting the vehicle. In the event of a desire to terminate the vehicle rental agreement, the lessee should inform the rental point of this no later than one hour before the closing of the given branch.

5.5. Taking the Rental Object outside the country is possible only to EU countries after prior written notification to the Rental entity and after paying the appropriate administrative fee specified in the Table of fees.

5.6 In the event that the Rental entity is obliged to provide information about the user in connection with an offense or crime committed, at the request of Law Enforcement Authorities or the State administration, the Lessee will be charged an administrative fee in the amount specified in the Table of fees. This fee is charged for each indication. The Lessee undertakes to pay the amount indicated above. The Lessee authorizes the Rental entity to charge an administrative fee from the payment / credit card provided during the reservation; in the absence of funds on the payment / credit card, the Lessee undertakes to pay the fee in a different form at each request of the Rental entity.

Table of additional fees / options

Table of additional fees / options / prices for one day of Rental	Net PLN
Fee for an additional driver	15 PLN
Fee for a young driver / allows rental of a vehicle from one group higher	25 PLN
Fee for a day of rental of a navigation system / GPS	15 PLN
Fee for a child seat / cushion	35 PLN
Fee for placing at an indicated address / pick-up of the vehicle in a city where a Rentacar Direct office is located (within the city's administrative borders) - one-time	99 PLN
Fee for placing / pick up of the vehicle outside a city's administrative borders (from the nearest Rentacar Direct point to the customer's address). The fee is calculated one way.	5 PLN / km
Fee for vehicle rental outside office hours / one-time	199 PLN
Fee for prepaid tank of fuel (in advance)	400 PLN
Fee per litre of fuel when returning a vehicle with a partially full tank	12 PLN
Fee for returning a vehicle in a place other than the place where the vehicle was issued by the Lessee / one-time	990 PLN
Airport service fee	50 PLN
No need to clean the car before drop off fee	25 PLN
Fee for booking a specific vehicle model (subject to model availability)	10 PLN
Daily fees for products limiting liability in the event of damage / collision / theft / per day of Rental	
CDW – for groups M, E, C	15 PLN
SCDW – for groups M, E	39 PLN
CDW – for groups I, S, B	25 PLN
SCDW – for group C	49 PLN
CDW – for group F	40 PLN
SCDW – for groups D, I, F, S	79 PLN
CDW – for other groups	60 PLN
SCDW – for other groups	149 PLN
TP – for groups M, E, C	10 PLN
TP – for groups I, S, B	15 PLN
TP – for group F	25 PLN
TP – for other groups	40 PLN
GT – for groups M, E, C, I, S	20 PLN
GT – for other groups	40 PLN
Lessee's own share in the damage (the value of losses resulting from the Lessee's culpable action or omission) / incurred by the Lessee in the event of damage, collision or theft of the vehicle.	
Groups M, E	1600 PLN
Groups C	2500 PLN
Group D, I, F, S	3300 PLN
Groups P, X, L	4500 PLN
Additional fee for delayed unacceptable return of the vehicle	800 PLN
Fee for lost navigation / GPS	800 PLN
Administration fee for providing data on the lessee to the authorized bodies / for each indication	100 PLN
Fee for agreement to take the vehicle abroad / one-time / EU countries only	400 PLN
Additional fee for not reporting departure abroad / for each disclosed case	1200 PLN
Fee for smoking in the vehicle / carriage of animals / one-time	800 PLN
Fee for additional cleaning / special dirt / stains	800 PLN
Additional fee for driving by unauthorized persons / per driver	500 PLN
Valeting fee	100 PLN
Administration fee	500 PLN

6. Payment

6.1 Payment for renting a vehicle is charged in advance at the time the Lessee rents the vehicle from the Rental entity. The fee / charge is the sum of the amounts provided in the price list given in the Table of fees / Rental agreement.

6.2 When issuing a vehicle, the Rental entity also applies a block on the customer's card account in the amount corresponding to the costs of covering a full tank of fuel and other independent charges created during the rental (in the amount of PLN 500 gross). In some justified cases, the Rental entity may also block the amount of the Lessee's own share, described in the additional fees table in the M, E, C Group.

After the vehicle has been returned and its condition checked by the Rental entity in the case of no damage and no objections regarding the vehicle being returned, the collateral falls and the payment / credit card account is released from the charges.

6.3 When renting vehicles from groups: F, P, X, L, the Lessee should present 2 payment / credit cards.

7. Conditions limiting the Lessee's liability

7.1. While entering into the Rental Agreement, the Lessee may limit his liability for damage or theft of the vehicle during the rental by choosing the appropriate option from the Rental entity's offer and by paying the appropriate fee in accordance with the current price list given in the Table of fees.

CDW / SCDW – Collision Damage Waiver, alternatively Super Collision Damage Waiver, limits the Lessee's financial responsibility for damage to the vehicle during the rental of the vehicle to the value of the appropriate share in damage: optional purchase of CDW - reduces the amount of own contribution to a 50% share of the value, purchase of an additional option SCDW - reduces the amount of own contribution to 0.

The limitation of liability in this case does not include wheels, windows, rims and mirrors, which the Lessee can reduce by purchasing the GT option.

TP - Theft Protection - limits the amount of the financial penalty imposed on the Lessee in the event of vehicle theft. 7.2. In the case of intentional destruction of the vehicle by the Lessee or third parties, or in the event of violation of the rental terms, the Lessee bears full responsibility even if additional options have been purchased.

8. Personal data.

8.1 Ivopol Sp. z o.o., as the Administrator of the Lessee's personal data, processes them in accordance with art. 23 sec. 1. of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002 and No. 101, item 926, as amended) to implement the Rental Agreement, including statistical analyses, archiving, control of receivables and protection of the Rental entity's property. The Rental entity provides the Lessee with the possibility of exercising the rights under the aforementioned Act, in particular allowing the Lessee to view their data and the possibility of obliging the Rental entity to complete, update, rectify and temporarily or permanently suspend the processing of personal data or remove them.

9. Insurance

The Rental entity provides insurance in accordance with a civil liability insurance policy. Confirmation of insurance is attached to the vehicle documents. The Rental entity will make the General Terms of Insurance available to the Lessee. In the event of a breach of the General Terms of Insurance by the Lessee, the Lessee will pay all resulting amounts.

10. The appropriate law and jurisdiction of the Court.

In matters not covered by this Agreement, the provisions of Polish law shall apply, including the Civil Code. In matters of dispute, the competent courts will be those competent for the head office of the Rental entity. Any changes to the Agreement may be made in writing or by e-mail under pain of nullity. For the effectiveness of changes made by e-mail, written acceptance by the other party is required.

11. Declaration of the Lessee

11.1 The Lessee declares that he authorizes the Rental entity to issue a VAT invoice for the rental without the recipient's signature.

11.2 The Lessee declares that he has read the provisions of the Booking Terms and the Lease as well as the Rental Agreement, the price list and they are known to him and fully understandable.

11.3 The Lessee hereby certifies, below with his own signature, that he has received the Rental Terms together with the price list.

11.4 The Lessee declares that he has familiarised himself with the scope of his liability for the vehicle and accepts it.

11.5 The Lessee declares that he is familiar with the opening hours of the nearest Rentacar Direct rental point where the rented vehicle will be returned.

11.6 The Lessee declares that he has been informed about the fact that as part of the anti-theft protection, vehicle monitoring / GPS can be installed in the rented vehicle and he agrees to this. The Lessee is aware that Ivopol Sp. z o.o. may use information on the location of the rented vehicle and any data relating to the vehicle in the event of theft or use of the vehicle not in accordance with the Agreement Terms.

Date and place:

Customer's signature: