

## **TERMS AND CONDITIONS**

### **• I. General rental terms**

1. The Camper's renting terms constituted in this document specify the rights and obligations of both, the Hirer and the Rental Company. The provisions of these regulations are binding for the parties upon signing the rental agreement, where some of its provisions are binding for the parties upon booking the rental for a specific period and paying the deposit to the Rental Company.
2. The subject of the rental agreement is the rental of the Camper specified in the contract together with the additional equipment specified in the handover protocol.
3. The rental starts at the moment of issuing the camper to the hirer, confirmed by signing the handover protocol.
4. The handover protocol should be completed and signed by both parties when issuing the Camper and upon the return of it. Refusal to sign the protocol by the hirer is taken as his/hers acceptance for the unilateral signing of the protocol and all its content by the Rental Company.

### **• II. Requirements for the Hirer and the driver**

1. The Hirer or a person indicated by the Rental Company, listed in the contract as a second driver, may be the only drivers of the Camper, the subject of the rental contract.
2. The Camper's driver may only be a person who is 25 years of age or older and has a Category B Driving License for at least three years.
3. On the day of signing the contract, the hirer submits two valid photo ID documents - one of them must be a driving license in order to verify the hirer's rights referred to in paragraph. 2, which are necessary for signing a rental agreement,
4. The Hirer is fully responsible for any damage caused using the rented Camper.
5. The Hirer, during the terms of the rental agreement, is obliged to properly secure the rental subject against theft or loss of the Camper's documents and the set of keys. The Hirer acknowledges that it is forbidden to leave the documents referred to in paragraph 1 in the car (possible theft of the camper along with the documents prevents obtaining compensation from the insurance company, which gives full responsibility to the hirer for damage).
6. The provisions of paragraph 1 do not apply in urgent cases, which could not have been foreseen, causing the Hirer to not be capable of driving a Camper. In such cases, the Hirer is obliged to ensure that the Camper is driven by another person who meets the requirements specified in paragraph 2, alongside any statutory provisions or notify the Rental Company,

### • III. Camper's reservation, conclusion of the contract, terms of payment

1. A Camper's reservation should be made via e-mail. In each case, the Rental Company sends the confirmation of the booking by email to the Hirer, which specifies the date of the rental and the booking's cost. Along with the confirmation of the reservation, the Rental Company sends the Hirer a rental agreement.
2. After making the reservation, the Hirer is obliged to pay a deposit amounting to 50% of the rental cost to the Rental Company. Payments of the deposit should be made within a maximum of two days from receiving the booking's confirmation to the Rental Company's bank account. The deposit is non-refundable.
3. The total rental cost consists of the remuneration for the number of days specified in the booking according to the Rental Company valid price list, which can be found at the website of the Rental Company.
4. Failure to pay the deposit within the deadline set out in paragraph 2 and the amount indicated in the booking confirmation automatically contributes to a cancellation of the reservation. Payment of the deposit in the correct amount, yet in violation of the deadline, contributes to a new reservation at the same date, provided that another customer has not reserved the Camper. If the deposit is paid no later than 7 days after the deadline, and another customer will reserve the Camper, and also the parties will not agree on a different rental date, the advance payment will be refunded. The deposit paid later than 7 days after the deadline is not refundable. After the customer has received the confirmation of the reservation and payment of the deposit had been made, the change of the reservation date is only possible with the agreement of the Rental Company and the availability of the rented Camper.
5. The remaining part of the rental cost and the deposit referred to the point IV should be paid to the Rental Company before picking up the Camper.
6. The parties shall sign a rental agreement at the latest on the day of picking up the Camper
7. In case of cancellation by the customer, failure to sign the contract by the client, failure to meet the Hirer's requirements as a driver, failure to pay any debts described in point III or failure to pick up the Camper within the agreed time, the reservation is canceled and the advance payment is not refundable.

### • IV. Deposit

1. At latest, on the day of the Camper delivery the Hirer pays a deposit to the Rental Company with the amount specified in the contract as a security for any claims, in particular as a result of robbery, theft or any damage, loss of registration card or keys, during the rental period.

2. The return of the deposit takes place at the end of the rental period, after an inspection by a Rental Company member staff, who shall state the vehicle is in similar conditions compared to when it was on the beginning of the rental.
3. In the event of damage detection, the Rental Firm will establish the amount that the Hirer must pay, which will be deducted on the security deposit given as a guarantee. In this situation the Hirer shall be responsible for all costs of repair and compensation for the downtime of the damaged vehicle.
4. In the case where the amount of the Hirer's obligations towards the Rental Company exceeds the amount of the deposit paid, the Hirer is obliged to pay the remaining amount within 7 days from the date of return of the Camper.

**• V. The delivery and the return of the Camper**

1. The Camper's pickup is only possible after signing the rental agreement and settling all amounts due the contract to the Rental Company (remuneration for rent, service fee, deposit). Before the receiving of the Camper, the customer is instructed in the use of the Camper and the rules for installing and operating additional equipment and tourist equipment.
2. The delivery and return of the Camper take place after the parties sign the handover protocol, which specifies the technical condition of the Camper and the additional equipment.
3. The Hirer is obliged to plan his / her vacation in such a way that it is possible to give the Camper in due time (taking into account possible difficulties on the route or unfavorable weather conditions). The delay of return of the camper will result in charging the Hirer with contractual penalties (for each started delayed day the doubled sum of the rate is paid).
4. The Hirer is obliged to return the Camper clean and tidy.
5. The Hirer is obliged to return the Camper with a full tank. Failure to comply with this obligation will result in the Hirer being charged with the cost of refueling and a contractual penalty of EUR 50.
6. Failure to return the vehicle within the deadline stated in the contract will result in the Hirer being charged with appropriate contractual penalties and the Hirer's liability for any damages caused by such (for example, the need to pay the compensation to the client who had a reservation for the next period). Regardless of the above, no return of the Camper within 6 hours from the time specified in the contract, while not being contacted by the Rental Company, authorizes the Rental Company to notify the Police about the suspicion of committing the offense of misappropriation or theft of the vehicle.
7. The Hirer is obliged to empty the toilet in the Camper before returning it. Failure to do so will result in a contractual penalty of EUR 50.

**• VI. Proceeding in the event of a road collision or damage**

1. In the event of a damage, the Hirer is obliged to immediately notify the Rental Company, and further proceedings depend on the type of failure and arrangements with the Rental Company. The Hirer is not entitled to make any repairs or alterations to the vehicle.
2. In the event of a road collision, the Hirer is obliged to immediately notify the Rental Company and the Police in each case. In such a situation, the Hirer is obliged to obtain from the Police a copy of the written report of the incident and its transfer to the Rental Company, under the pain of full responsibility of the Hirer for the damage caused. The costs of sworn translation of Police protocols and other documents drawn up in foreign languages are translated by the Hirer.

**• VII. Insurance and liability for damages**

1. The rented camper has liability insurance OC, AC. The General Terms and Conditions of Insurance, specifying in detail how to proceed in the event of damage, can be found at the website of the Rental Company. The Hirer confirms that he got acquainted with them before receiving the camper. The Hirer is obliged to strictly comply with the General Terms and Conditions of Insurance and in the event of damage to the proceedings as described in them, in the event of failure to comply with their provisions, the Hirer bears full responsibility for damage if the insurer refuses to pay the compensation or its reduction.
2. The Hirer bears full responsibility for damages of the Camper or additional equipment, caused by his own fault, negligence or resulting from improper use of the vehicle, unless they are removed under the insurance referred to in paragraph 1, 3.
3. The Hirer bears full responsibility for damages to the vehicle or additional equipment in the event of violation of the General Terms and Conditions of Insurance, the statutory provisions of the country (including traffic law), breach of the provisions of the contract and these regulations.
4. The Hirer is liable for any damages that exceed the compensation received or if the insurer refuses to pay compensation, and this is due to driving under the influence of alcohol, or other intoxicating or psychotropic substances, and in violation of statutory provisions, where the event causing the damage occurred as a result of intentional fault, negligence or recklessness of the Hirer.
5. In the event of damage vehicle to liquidation from the insurance policy, the Hirer is obliged to pay to the Rental Company an amount corresponding to the increase in the value

of the insurance premium in the following year. This amount will be calculated based on the simulation of the increase in the value of the premium presented by the insurer.

6. The valuation of damages of vehicle and additional equipment, for which the Hirer is responsible, will be made by the Rental Company based on the price lists of Authorized Service Stations and the prices of new and original parts or elements of additional equipment.

#### **• VIII. Other tenant's obligations**

1. The Hirer bears full responsibility for all fines, penalties, additional fees, even the obligation to pay them, the Rental Company found out after returning the vehicle and returning the deposit to the Hirer.

2. The Hirer is obliged to properly use the vehicle and additional equipment in accordance with the rental agreement, these regulations and accepted customs. In particular, the Hirer is obliged to:

a) use the Camper solely for recreational and tourist purposes,

b) properly close and secure the Camper, both during transit and current use,

c) properly protect any luggage transported in the Camper in order to prevent them from moving while driving or rubbing against elements of the Camper equipment.

d) use guarded car parks in case of the intention to leave the camper

3. It is forbidden to:  
a) transport flammable, poisonous, dangerous goods and all prohibited articles and objects in Camper.

b) transport of animals, smoking or use of other similar substances in the Camper

c) transport the vehicle through areas covered by military operations or riots.

d) transport the subject of rental outside the borders of the European Union.

4. In the case of using the Camper in a manner inconsistent with the contract by the Hirer, the Rental Company is entitled to charge him with a contractual penalty of EUR 1,000 for each case of infringement.

5. Regardless of the burden. By contractual penalty, the Rental Company is entitled in the situation described in paragraph 4 to terminate the contract immediately and demand immediate return of the Camper. The Hirer is not entitled to reduce the remuneration for a shorter rental period. Termination of the contract may be made in such a situation by sending an email.

#### **• IX. Final provisions**

1. The Hirer agrees to the processing of his personal data by the Rental Company for the purposes of the contract and making them available to all known European authorities in order to settle parking tickets or parking fees, which he is obliged to pay in accordance with the Rental Agreement.

2. The Hirer reserves the right to withdraw from the contract at any time, if the vehicle booked is damaged by a previous hirer other important circumstances without the possibility and ability for the Hirer's safe use of the vehicle. In this case, the Rental Company reimburses any amount paid to him specified in the contract within 7 days of withdrawal from the contract, and as a result, the Hirer does not have to pay any additional compensation.

3. All disputes arising in connection with the implementation of the contract will be considered in the Polish court appropriate for the Rental Company according to the Polish law.