



GENERAL TERMS AND CONDITIONS OF THE CAR RENTAL

§ 1. INTRODUCTORY PROVISIONS

1. The Renter is the entity indicated in the position Renter in the Agreement, shall rent to the Customer the car (further also referred to as Vehicle/vehicle), indicated in the Agreement.
2. The Customer is the entity shown in box Customer in the Agreement.
A precondition for signing the Agreement is possessing by the Customer or a person authorized to use the Vehicle on behalf of the Customer a driving license of an appropriate category for a period of minimum 12 months preceding the conclusion of the Agreement and being 25 years old.
3. People that do not meet the age criteria may rent the Vehicle under the condition of paying double the amount of deposit and an additional fee indicated in the Table of Fees (General Rental Conditions) of the Renter, which is permanently available at www.global-rent-a-car.pl.
The Renter declares the rental subject is his property or the Renter is entitled on the basis of other grounds to use and rent or sub-rent the car being the rental subject (for example leasing, rental).

§ 2. THE INITIATION AND TERMINATION OF RENTAL RELATIONSHIP

1. The rental relationship begins at the date and time indicated in point 10 of the Agreement. Cancelling the reservation without charges made by the Renter, is possible at any time until the release of the vehicle. The Renter is not responsible for Customer's payments return and other accounts with brokerage companies.
2. The minimum rental time is 24 hours
3. The duration of the Agreement is indicated in point 10 of the Agreement.
4. Prolonging the duration of the Agreement requires the consent of the Renter, and the request for its prolonging must be submitted by the Customer immediately, no later than 24 hours before deadline expires for returning the vehicle. Prolonging the duration of the Agreement for a period longer than 59 minutes must be confirmed with an email or in person at the Renter's branch. The condition for prolonging the duration of the Agreement is the consent given by the Renter via email. Failure to submit the intent of prolonging the rental of the Vehicle and to return it within 8 hours since the termination or expiration of the Agreement may be treated as deliberate action (car theft), as to which the Renter may inform law enforcement authorities
5. The Renter reserves the right to immediately terminate the Rental Agreement and to collect the car from the Customer at the cost of the Customer in case the car has been used in breach of the conditions of Rental Agreement or the hereby General Terms and Conditions of Rental.

§ 3. RENTAL FEES

1. The fee for rental is calculated for the entire day indicated in Article 2(2)
2. The fee is collected in advance in the amount indicated in the Agreement.
3. VAT tax invoices are issued at the Customer's request submitted within an appropriate date resulting from law regulations in that respect. The Renter is entitled to issue a VAT tax invoice without it being signed by the Customer.
4. The Customer gives consent to VAT tax invoices, mentioned in Article 3(3), being sent to the Customer's email address indicated in the Agreement

§ 4. DEPOSIT AND CUSTOMER'S OWN CONTRIBUTION

1. The condition for handing over the Vehicle to the Customer is payment on behalf of the Renter of the deposit for securing Customer's own contribution in case of damage, among others. The quota of the deposit appropriate for a given class of vehicles is included in the Agreement and collected by the Renter at the time of Vehicle release (pick-up) and returned within 14 days of Agreement termination and the return of Vehicle by the Customer, under the condition that the condition of the Vehicle is in accordance with Rental Agreement Conditions and the Renter has not settled any liabilities according to the Agreement. The quotas of deposits for given classes of vehicles have been published at the Renter's website.
2. The deposit paid by the Customer shall be included in covering the Customer's own contribution in an appropriate amount in case of damage to the Vehicle during the rental due to reasons for which the Customer takes responsibility.
3. The Customer's own contribution is calculated in case of damage including especially the destruction of vehicle's interior, car glass damage (there is the possibility of buying an additional car glass insurance), rim damage, tire damage, body damage and other damage settled from the Renter's civil liability or collision damage policy is determined depending on the class of Vehicle.
4. There exists a possibility of release from deductible under the condition of paying a fee at the conclusion of the Agreement agreed earlier with the Renter, according to the quotas indicated at the Renter's webpage: www.global-rent-a-car.com. Buying such option by the Customer does not release the Customer from the responsibility of submitting a deposit, however, in the event of damage the quota resulting from own contribution shall not be deducted from the deposit.
5. In the event when the combined value of damage in the Vehicle caused during the rental period is lower than the quota indicated in Article 4(3), the Customer shall be charged with vehicle repair costs in and the Renter is entitled to add to this cost an administration fee of up to 300 plz. In the event of the value of this damage being equal or higher than the quota indicated in Article 4(3) the Customer shall be charged with a fee equal to the deposit, and the Customer can be additionally charged with costs in regard to damage liquidation, including receiving of expert's opinion.

§ 5. RELEASE AND RETURN OF VEHICLE

1. The Renter shall release to the Customer a Vehicle of a class according to the submitted order. The Renter reserves the right to release to the Customer a Vehicle of a higher class for the fee relevant to the class of vehicle ordered.
2. The handing over of the Vehicle occurs on the day of conclusion of the Agreement, unless the Parties shall specifically determine another date of Vehicle release.
3. The Vehicle is released with a full fuel tank, unless the protocol of release indicates a different level of fuel in the tank. The lack of another indicator of fuel level in the release protocol of the vehicle in case of doubt is considered as a release of the vehicle with a full tank
4. Any observations as to the technical conditions of the Vehicle, the Customer or a person authorized to collect the Vehicle on behalf of the Customer is obliged to submit at the time of vehicle release or immediately after its release when their identification becomes possible. If the observations are not submitted by the Customer in this time, the parties agree that the condition of the vehicle was good, that is the vehicle did not have any flaws or defects.
4. Along with the Vehicle the Customer is obliged to return car keys and any documents as well as additional equipment given with the Vehicle.

5. The Customer is obliged to return the vehicle and additional options in unimpaired condition taking into account normal usage being the effect of proper use of vehicle.
6. In case of return of the vehicle without participation of the Renter's employee (e.g. out of hours) or return of the dirty vehicle, the final examination of this car's shape can take place after washing the vehicle in the car-wash.

§ 6. VEHICLE INSURANCE

1. The Renter declares that the Vehicle has obligatory civil liability insurance and an array of Casco insurance which releases the Customer (or the person driving the Vehicle) from financial responsibility above the level indicated in Article 4 of Rental Conditions in case of collision or theft with the exclusion of 1) deliberate Vehicle damage by the Customer 2) damage resulting from the Customer's gross neglect as to road safety or securing the Vehicle 3) Vehicle damage, causing damage under the influence of alcohol or drugs or without a valid driving license 4) in the event when the Customer as the driver fled the accident site 5) theft of the Vehicle with documents and car keys or theft of Vehicle in which not every anti-theft devices have been turned on 6) vehicle damage as a result of improper fuel type refill.

2. Partial damage caused by the Customer or such in the event of which the Customer is not able to indicate the perpetrator (including the so called parking damage) shall result in the Customer being charged with a fee due to own contribution in accordance with Article 4(5). Complete damage, theft or appropriation of the vehicle shall result in the Customer being charged with the fee of full own contribution (equal to the deposit quota).

§ 7. CUSTOMER'S RESPONSIBILITIES / CONDITIONS OF VEHICLE USE

1. The Customer during the time of Rental Agreement is obliged to 1) abide by the principles of proper vehicle use 2) carry valid documents required by inspection authorities of traffic regulations 3) using installed anti-theft devices each time upon leaving the vehicle 4) performing everyday use of Vehicle and abiding the Vehicle use instructions 5) paying special attention to indicators on the dashboard and in the event of ascertaining an impropriety immediately contacting the Renter or car service indicate by him 6) use proper type of fuel 7) maintaining the cleanness of the Vehicle.
2. The rented Vehicle cannot be used 1) to haul other vehicles 2) in races, rallies and contests 3) under the influence of alcohol and drugs 4) against law regulations including custom and road laws 5) beyond the borders of the country without the consent of the Renter, 5) for off-road driving.
There is an absolute ban on driving in countries beyond Europe, Russia and countries of the former USSR (excluding Lithuania, Latvia and Estonia) and the entry to Serbia, Montenegro, Albania and Cyprus is acceptable only after receiving the consent of the Renter (email)
3. It is especially forbidden 1) to smoke tobacco in the Vehicle, consuming alcohol and drugs in the Vehicle 2) to exceed the acceptable load and transferring the number of passengers higher than the one determined in the documents of the Vehicle 3) transferring animals in the Vehicle 4) using receivers such as CB-radio 5) applying modifications to the Vehicle or other changes without the consent of the Renter
4. In the event of road collision or accident one should immediately inform the Renter using the e-mail address: szkody@global-rent-a-car.pl and/or inform the Police/other relevant services and secure the Vehicle as well as call the Police to the scene of the accident. In case of theft of the Vehicle the Customer is obliged to immediately report such an occurrence to the Police and to further immediately inform the Renter about the fact. In case of not informing the police about the collision, resulting in a damage, Customer hereby declares and agrees that he might be obligated to pay repair costs and he will have to claim damages from the person responsible on his own.
5. In the event when the Customer does not inform the Police about a car incident within 48 hours since the accident or collision of the Vehicle, the Customer is obliged to deliver to the Renter a report of accident/collision including documents and information necessary for damage liquidation (data of participants, cars participating in the incident, no of OC/civil liability policy of the perpetrator, his statements regarding causing damage, driving license data and Identity documents of the person driving the Vehicle at the time of the incident. In the event of calling the Police by the Customer to the scene of the incident, the Customer is obliged in the abovementioned date to submit to the Renter the names of police officers who came to the scene of the incident together with the name of the local police unit which they serve. In the event the insurance company refuses to pay the compensation that includes Repair Costs caused by the Customer not abiding the responsibilities described in Article 7(4) and (5) the Customer is obliged to cover those costs within 7 days based on a VAT tax invoice issued by the Renter, unless the refusal was due to failure to comply with the obligations by the Renter. The Renter is entitled to retain the quota of the deposit indicated in point 18 of Rental Agreement for the purpose of settling repair costs of the Vehicle he shall be charged with due to the fact that the Customer does not appropriately report the damage required by the insurance company.
6. In case of the necessity to perform any repair in the Vehicle one ought to receive the Renter's consent. In such a case the Customer after previously agreeing with the Renter is obliged to collect VAT tax invoice on behalf of the Renter. The Renter after stating the need for the repair and no fault on behalf of the Customer as to the cause of the accident shall cover the repair costs.

§ 8. DUTIES AND RESPONSIBILITY OF THE RENTER

1. The Renter (unless otherwise stated in the Agreement) jest obliged to repair damage incurred by the Customer due to breakdown or Vehicle damage resulting from incidents for which the Renter takes responsibility. In the event of making a vehicle reservation by the Customer via a portal intermediating in concluding rental Agreements (presenting car rental offers received from many providers), the Renter is responsible for providing the rental service in accordance with the Agreement and Rental Conditions. He is not responsible however for providing/performing any other services offered and purchased from such an intermediary as well as settling accounts of the Customer with such an entity.
2. In case of immobilizing the Vehicle for a period longer than 12 hours, for reasons not attributable to the Renter, the Renter shall provide the Customer or the person using the Vehicle with a courtesy car. The courtesy car's standard should be identical with that of the Vehicle and if that is not possible – standard no more than a class lower than that of the Vehicle. Providing the courtesy car does not apply 1) in case of stopping the vehicle due to loss of documents or car keys by the Customer 2) immobilizing the Vehicle beyond the borders of Poland 3) immobilizing due to non-refilled fuel tank by the Customer or refilling the Vehicle with inappropriate fuel 4) in case of vehicle damage resulting from improper exploitation, including racing and off-road drive. In such cases the parties of the Agreement may agree to provide a courtesy car for a separate fee paid by the Customer



3. Any arrangements regarding the Vehicle included in the Agreement in such cases relate to the courtesy car correspondingly.

4. The Renter does not take responsibility for any penalties, tickets or fees (including parking fees) which are charged due to breach or infringement of law regulations by the Customer, including road traffic regulations, as well as other regulations and rules determining the principles of using road or/and car parks. That should be paid by the Customer himself. In the case of being charged these fees or costs to the Renter - they will be charged to the Customer, whereby the Renter is entitled to increase these costs by adding additional administrative costs, by no more than 150 PLN in the case of Polish institutions or 200 PLN in the case of foreign institutions.

§9. ADDITIONAL RENTAL FEES

1. If the cleanness condition of the Vehicle at the time of return is different than that at the time of its release the Customer may be charged with an additional fee for cleaning the Vehicle's interior of 50 PLN gross and for cleaning the Vehicle's exterior of 50 PLN gross. Cleaning the vehicle due to radical smutting of the interior may result in charging contractual penalty of 500 Plz.

2. For smoking in the Vehicle or consuming alcohol or drugs the Customer shall be charged with contractual penalty of 500 PLN gross for each infringement and in case any damage has been caused to the Vehicle under the influence of forbidden substances the Customer shall be charged with full costs of vehicle repair and its restoration to the previous condition

3. Repairing damage resulting from non-performance or ill-performance of the Agreement by the Customer regarding the Vehicle return in an unimpaired condition is effected through paying contractual penalty in the amount indicated below, unless the Customer proves the infringement of the rental Agreement of Rental Conditions occurred due to reasons for which he does not take responsibility:

- damage or loss of key or remote control of the vehicle – up to 2,000 PLN,
- damage or loss of vehicle documents 250 PLN,
- damage or loss of registration plates, registration sticker on the windshield (for each part) 200 PLN,
- violation of animal transfer prohibition 250 PLN,
- lost or taken away from the parking/airport parking ticket – 107,50 PLN,
- using the vehicle to haul other vehicles 500 PLN,
- return of the vehicle the temporary (such that can be removed within standard cleaning procedures used in professional car washes) stains on seats, padding and trunk 500 PLN,
- delay in the cars pickup by the Customer – 107,50 PLN for each started hour, beyond the allowed expected time, which is 59 minutes.
- permanent damage requiring the exchange of padding or seats – full cost of repair in this regard,
- non-contractual use of the car (more than 59 minutes delay in return) – the rate of day fee indicated in the rental Agreement plus 250 PLN for each day started,
- loss of guarantee for the car due to the Customer's fault 2,500 PLN,
- filling the vehicle with improper type of fuel 500 PLN,
- engine repair resulting from damage due to refueling with improper fuel – full cost of repairs,
- dismantling, change of car parts or performing modifications without the consent of the Renter – full cost of repairs,
- travelling abroad (return in Poland) cross border fee - 250 PLN,
- travelling abroad without informing the Renter about such fact and payment of above cross border fee – up to 1.050 PLN,
- return in another location than that of the vehicle's release – 250 PLN,
- out of hours return of the Vehicle (regular office hours on working days and weekends: 07:00 – 23:00, during official holidays – individual hours) – 150 PLN,
- driving the car by a person other than the Customer (additional driver) 250 PLN,
- refueling missing fuel to the previous level for each liter of fuel (the penalty covers the flat-rate cost of purchase and of refueling) 12 PLN gross per each liter of fuel.
- no confirmation of refueling from gas station (bill from a gas station) - PLN 120

4. The Customer shall be charged with a flat-rate fee for providing by the Renter written information regarding the user of the Vehicle at the request of law enforcement authorities or administration (applies also to a fee for stopping/parking) of 150 PLN for Polish institutions and 200 PLN for foreign institutions.

5. In the event when the Customer terminates the rental before the date indicated in the reservation and without notifying the Renter leaves the Vehicle at a car park which will result in unjustified parking costs to be paid by the Renter – the renter is entitled to charge the Customer with the equivalent of those documented costs-

6. The Renter is entitled to issue a debit note in case when a legal incident arises that updates the responsibility of paying contractual penalty. The debit note shall be sent to the email address of the Customer indicated in the Agreement. Claims covered by debit note shall be required within 7 days since their issuance. Issuing a debit note is not necessary to claim compensation by the Renter.

§10. FINAL PROVISIONS

1. Current regulations, especially provisions of the Civil Code shall apply to any cases not regulated by the Agreement.

2. The Renter declares he is not responsible for tax laws and regulations matters of the customers.

Customers receive a receipt confirming their fees. At the customer's request, the Renter will issue a VAT invoice, provided that the receipt is returned to the Renter (or not taken by the customer at the time of issuing the vehicle). It must also be submitted within the time allowed to issue the invoice (at the latest on the 15th of the month, for transactions from the previous month), i.e. no later than 2 business days before the end of this period.

3. Each price indicated in the Rental Conditions, rental Agreement and at the www.global-rent-a-car.pl webpage is gross price, unless stated otherwise in the rental Agreement or framework Agreement. The Rental Agreement shall be governed by Polish law. Any disputes that may result from the Rental Agreement shall be settled by a common court of law in accordance with the provisions of the Polish Civil Proceeding Code.

5. The Renter's powers to demand payment of contractual penalty does not exclude the right of the Renter to demand compensation exceeding the amount of contractual penalty subject to general rules.

6. This General Conditions have been executed in the English and Polish languages. The Customer and Renter hereby agree, that the English version has been executed for information purposes only and the Polish version has the binding force and effect.