

**CONDITIONS OF THE CAR HIRE**  
**the integral part of the rental agreement**

#### **I. DEFINITIONS**

Terms which are used in the rental agreement and conditions of the car hire means:

1. **OWNER** - person representing the company P.U.H. „DUET” Ryszard Szymkiewicz.
2. **CLIENT** - a person who rents a car for oneself and sign the rental agreement.
3. **AUTHORIZED DRIVER** - an additional driver listed in the contract and approved by the OWNER. The CLIENT also declare that the authorized driver will adapt to the conditions of the car hire.

#### **II. REQUIRED DOCUMENTS AND FORMALITIES**

4. ID card / or passport / and driving license owned at least 2 years.
5. Drivers are required age: 21 years to 75 years.

#### **III. ASSURANCE OF THE OWNER**

1. The OWNER provides a good technical condition of the vehicle and that is has the necessary documents.
2. The CLIENT receives a car with a full tank of fuel and this state has to be given back. The cost of fuel during the rental cover CLIENT.
3. The OWNER provides the required equipment on the vehicle.
4. The car has full insurance (AC, OC, NW). Insurance does not cover damage caused by using alcohol, drugs or other narcotics. The insurance also does not include damages for loss of documents, or keys of the car and the damage below the 1000 zł. In case of damage the vehicle CLIENT loses the deposit.

#### **IV. PERIOD OF THE CAR HIRE**

1. The settlement period is 24 hours and it starts from the beginning of the hire.
2. Extension the car hire for more than 1 hour effects charging for the next day.
3. Unauthorized extension of the hire by more than one hour will lose your deposit, and any costs related to receiving the car charged to the OWNER.
4. Any change of date of returning the car must be previously approved by OWNER.
5. Unlawful use of a vehicle is treated as appropriation and is reported to the Police.

#### **V. CONDITIONS OF USING THE CAR**

1. Hire the car begins and ends in the same place.
2. The CLIENT obliges to return the car in such a state in which it has been hired.
3. In the case of soil, the vehicle should be washed and vacuumed on their own or you will be charged:  
Washing the car - 15 PLN + VAT  
Vacuuming the interior - PLN 15 + VAT  
Cleaning of stains - 150 PLN + VAT
4. The vehicle may drive only the CLIENT, or AUTHORIZED DRIVER listed in the rental agreement.
5. The car has no right to leave the Polish borders without permission of the OWNER. The rented car can not cross / absolute / border following countries: Russia, Ukraine, Belarus, Latvia, Lithuania, Estonia, Moldova, Albania, and areas of military operations or riot.
6. The car can not participate in races, rallies, or competitions.
7. The tenant can not transport goods and merchandise against the law and incompatible with the purpose the vehicle.
8. The rented car can not be used under the influence of alcohol, drugs or other narcotics. All consequences totally charge the CLIENT.
9. Without the permission of the OWNER is not allowed under penalty of losing the deposit for hire or reward to transport passengers or goods.
10. The rented vehicle must not tow other vehicles, or caravans.
11. The CLIENT must take documents and keys of the vehicle in case of leave the car. The car must be returned with its documents and keys.
12. The OWNER does not take responsibility for any losses caused by failure of rented car.
13. During the rental period the CLIENT has to take care of the car,

especially checked the oil level in engine and other vehicle fluids, check tire pressure. Not complying with this point charge the CLIENT every damage resulting from negligence.

14. If the CLIENT has been notified of the impending technical inspection, you can not exceed the number of kilometers, at which the inspection is planned.
15. In the case of any damage during the rental period for any possible repairs of the vehicle it is absolutely necessary to obtain permission of the OWNER. Cost of repairs on one's own charge the CLIENT.
16. **Smoking and transporting the animals in the car is absolutely forbidden.**

Do not comply with the provisions in paragraphs 4-16 results in loss of deposit or obligation to pay 1000 zł. If losses exceed 1000 zł CLIENT agrees to compensate expenses incurred by the OWNER.

17. CLIENT agrees to pay the mandate penalty for violating of traffic regulations (including fees for parking). OWNER has the right to assert claim for payment at any time.

18. It is recommended to park a vehicle in guarded parks and take all valuable items.

#### **VI. RENTAL COSTS**

1. The price is net price, applies hire for a day includes the cost of insurance.
2. The rent must be paid in the time of taking the car.
3. There is a deposit which is blocked at the time of rental car. It return depends of observance of the conditions of the contract. Returning the car after dusk causes settled the deposit on the day following.
4. Rental prices per day are valid according to the price list stated on our website. Also admits a free limit of 100 kilometers each day, and 0.10 - 0.20 zł + VAT per kilometer over the limit (related to the number of kilometers)
5. The deposit is: 600 - 1000 zł depending of the type of rented vehicle.
6. Cancellation of reservation until 24 hours before date of hire charges the CLIENT 50% rate per 1 day.
7. In case of not giving the car back with a full tank of fuel the OWNER charges the CLIENT the amount resulting from the number of refueling for the full state, and a fee of 50 zł.
8. The amount of money which was taken with the contract, in the first place settled on account of any happens described in these conditions, and then towards the cost of rent arising from the rental period, number of kilometers and value added tax.

#### **VIII. COLLISION, DAMAGE, THEFT**

1. The CLIENT is obliged to report any incident relating to the rented vehicle in the first place of the OWNER.
2. The CLIENT is responsible for any loss or damage arising from gross negligence. **In case of damage or loss the vehicle the CLIENT is obliged to immediately inform the police about this fact and the OWNER. If the damage was the result of a car collision through the fault of a third party the CLIENT is required to obtain a statement the perpetrator of his guilt, and retrieve information of his/her insurance policy.**
3. In case of damage the car if it is impossible to further movement, the CLIENT (in consultation with OWNER) is obliged to secure the vehicle.
4. The CLIENT is responsible for small damage to upholstery, car body scratches or dents, damage to tires and wheels in prices of repairs according to the price list authorized dealer.

#### **IX. OTHER INFORMATION**

1. The CLIENT agrees to keep personal information in the data base of the OWNER. In case not pay or present false documents - his personal data will be sent to the records of "black list".
2. Any conflicts arising out of the above mentioned contracts will be settled by the Court according to the residence of the OWNER.
3. In case breaking conditions of rental contract the OWNER has right to transfer personal data the CLIENT services dealing with law enforcement.
4. The CLIENT agrees to the processing of his personal data for the purposes of the rental agreement concluded and agrees to the transfer of such data to the competent authorities on the request in connection with the CLIENT violation of the law.