



General provisions of car lease at Campery24.pl Management and Consultancy Grzegorz Konopkin

Annex to the car lease contract no dated

The decisions and provisions below enter into force upon conclusion of agreement whose subject is the Vehicle specified in the agreement or reservation agreed between the Client-User and the Lessor, i.e.:

Zarządzanie i Doradztwo Grzegorz Konopkin, 41-407 Imielin, ul. Modrzewiowa 15

The provisions included herein shall constitute an integral part of this Agreement.

1. Age and documents of the User and driver

1.1. A minimal age of the User and driver shall be 26. A driver shall be in possession of the driving licence cat. B for at least three years.

2. Reservation and withdrawing from the contract

3. Reservation is treated as the User's order, binding the company MANAGEMENT AND CONSULTANCY only after the payment of 30% of the lease price by the User (but not less than 1000 PLN). The payment of the remaining sum shall be made within minimum 14 days before the Vehicle's collection. Non-performance of this condition means withdrawing from the agreement which results in the loss of advance payment.

4. Security deposit in case of potential damages

3.1 Hiring a car is conditioned on the payment of a deposit whose amount is agreed while accepting the reservation (but not less than 2000 PLN). The deposit is to cover any possible costs of repairs and defects in the Vehicle's equipment which are not covered by the insurance, contractual penalties and motor insurance claims below the sum of 1000 PLN.

4 Liability and indemnity rules

4.1 The User is liable for the damages in the Vehicle and its equipment due to the acceptance protocol except for the damages covered by the insurance.

4.2 Regardless of the provisions covered in points from 4.4 to 4.8, the User is obliged to pay MANAGEMENT AND CONSULTANCY a contractual penalty of:

- a) 2 000 PLN, in case of causing any damage in the hired car through the fault of a driver or third factors as a result of which the owner of the car **will not be paid** the compensation from the third party liability insurance (civil liability) of the perpetrator.
- b) 200 PLN for each day of car repair if the damages, different than motor insurance claims, were made by the User, but no more than 1000 PLN.

4.3. At the User's request and at his/her expense an independent and entitled expert will be called in to determine the cost of the damages.

4.4. The User is fully liable for any damages which, due to the General Insurance Provisions, will be refused to be compensated for. The User is especially liable (as well as in other cases mentioned below) for compensating the damages in cases when the User or driver :

- a) cause the damage deliberately or as a result of gross negligence,
- b) the damage is caused while driving the car by the User or an authorized driver who were intoxicated with alcohol or under the influence of alcohol or other intoxicants, or any psychotropic substances, or substitute substances within the meaning of the regulations on counteracting drug addiction, or they are not in possession of qualifications to drive an insured Vehicle demanded within the legal regulations in the country of damage to happen or if the User (the driver) flees from the scene in which another person got injured or died, or the damage was caused because of its usage not for the intended purposes.

4.5. Damages caused as a result of stealing the Vehicle in case when: the driver gets out of the car leaving the key or driver used for opening the car inside it, the Vehicle is left without any control of the driver or passengers, the documents, key or driver of the Vehicle are left in the Vehicle or are not secured in the right and proper manner outside the Vehicle after leaving the Vehicle, i.e. walking away from the Vehicle and leaving it without any control of either the driver or passengers, the Vehicle is not secured in a way provided in the manual and all the devices protecting the Vehicle against theft are not started.

4.6. The User is obliged to compensate for the damage when it is caused as a result of disobeying the current traffic signs concerning the permissible height of vehicles driven under the flyovers and not sticking to the manual.

4.7. The User is obliged to return the full sum of compensation paid by Insurance Company to MANAGEMENT AND CONSULTANCY if the User, due to art. 43 of the Act on obligatory insurance, Insurance Guarantee Fund and Polish Motor Insurers' Bureau of 22nd May 2003 (Polish Journal of Laws no 124, position 1152) will use the right of applying for the compensation paid from the third party liability insurance of the cars owners in cases specified in sections 1,2,3 and 4 of the article mentioned above.

4.8. The User is responsible for all the payments, charges, fines and penalties which were caused in connection with using and hiring the Vehicle for which the company MANAGEMENT AND CONSULTANCY will be charged.

5. Procedure in case of accidents and damages.

5.1. The User has to report any damage, fire, theft or other damages to the Police and the company MANAGEMENT AND CONSULTANCY immediately. The reports of other people will not be respected.



- 5.2. The User has to call the company MANAGEMENT AND CONSULTANCY immediately and inform about all the damages of the Vehicle or equipment losses and show a detailed written report and a sketch till Vehicle is returned.
- 5.3. The User has to inform MANAGEMENT AND CONSULTANCY immediately if the expected cost of damage is higher than his/her insurance or the Vehicle cannot be driven any longer.
6. An accident report has to include the surnames and addresses of the people taking part in the accident and the witnesses as well as the plate numbers of the vehicles taking part in the accident and it has to be signed by two parties to the accident.
7. **Usage limitations**
 - 7.1. Transport of animals in the hired vehicle demands a written permission of the company MANAGEMENT AND CONSULTANCY.
8. The Vehicle shall be used and locked in a proper way. All the abnormalities connected with the technical working of the Vehicle shall be observed. The User is obliged to control the Vehicle regularly and to make sure that it fulfills all the conditions necessary for the safe driving and usage.
9. **Handing over and returning the Vehicle**
 - 9.1. The User is familiarized with the way of using the Vehicle in detail especially with the permissible speed when an engine of a new vehicle is run in and the document confirming the training was conducted before the Vehicle's rent in the place of its collection constitutes an integral part of the agreement.
 - 9.2. The procedure of handing over and returning the Vehicle is conducted on the basis of the Acceptance Protocol signed by the User and the representative of the company MANAGEMENT AND CONSULTANCY.
 - 9.3. The User shall receive the Vehicle with the full petrol tank and he/she shall return it in the same condition. The User is charged with costs of petrol and additionally with the cost of this service of 100 PLN if there is the necessity to fill the returned car up with petrol.
10. **Substitute Vehicle**
11. If there is no possibility to provide the reserved vehicle the company MANAGEMENT AND CONSULTANCY has the right to provide a vehicle of the same size or bigger without any additional charges at the User's cost imposed by MANAGEMENT AND CONSULTANCY. The possible higher expenses of using a bigger vehicle are incurred by the User, but by accepting a smaller vehicle the User is returned the sum which is the result of the difference of rental prices
12. **Travelling abroad**
 - 12.1. The company MANAGEMENT AND CONSULTANCY permits travelling to European countries, except for Belarus, Russia, Ukraine and Moldova. Journeys to other countries demand a written permission of MANAGEMENT AND CONSULTANCY. Journeys to regions at war or threatened with war are forbidden.
13. **Repairs**
 - 13.1. The User may order a repair of the Vehicle which is necessary for a safe driving during the rental period up to 150 EUROS without earlier reporting it to the MANAGEMENT AND CONSULTANCY. The User shall inform MANAGEMENT AND CONSULTANCY about more serious repairs earlier.
 - 13.2. If the company MANAGEMENT AND CONSULTANCY is responsible for the damages keeping the User from using the Vehicle, the cost of repairs will be returned to the User by MANAGEMENT AND CONSULTANCY on the basis of presented receipts and changed parts with preservation of the provisions covered in point 10.1.
 - 13.3. Company MANAGEMENT AND CONSULTANCY shall not return any costs of the breaks in travelling caused by the failure of the Vehicle, except for the costs mentioned in point 10.1.

Date

User's legible signature

