

## ERC.PL TERMS AND CONDITIONS

### General provisions

**1.1.** These Regulations set out the rules for renting Envio Rental Car vehicles. Each Envio Rental Car Client has the possibility of reading and downloading the Regulations to his/her device and printing it.

**1.2.** The Regulations shall apply to each Contract in their entirety, unless the Parties explicitly exclude the use of the Regulations or a part of them in the Contract.

### 2. Definitions

The following definitions have been adopted for the needs of the Regulations:

- Rent – the Rent due to Envio Rental Car from the Client for renting a Vehicle;
- Envio Rental Car – the company operating under business name: “Envio Group Poland Spółka z ograniczoną odpowiedzialnością Spółka komandytowa” with its registered office in Bydgoszcz at ul. Jagiellońska 21, 85-097 Bydgoszcz, entered in the register of entrepreneurs of the National Court Register under KRS number: 0000716322, whose registration records are kept by the District Court in Bydgoszcz, 13th Commercial Division of the National Court Register, NIP number: 9532640176 and REGON number: 341473272;
- Client – the entity that Envio Rental Car has entered into the Vehicle Rental Contract with;
- Handover Date – the day set out in the Contract on which Envio Rental Car shall hand over the Vehicle to the Client;
- Return Date – the day set out in the Contract on which the Client is obliged to return the Vehicle to Envio Rental Car;
- Civil Code – the act of 23 April 1964 - Civil Code (Journal of Laws No. 16, item 93, as amended);
- Consumer – The Client who is the consumer according to the definition in Article. 221 of the Civil Code;
- Vehicle – the car being the subject matter of the Contract;
- Report – the Vehicle handover or return report;
- Regulations – these Regulations of Envio Rental Car;
- GDPR – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EU;
- Parties – the parties to the Contract;
- System – the Vehicle rental handling system available on [www.erc.pl/oferta](http://www.erc.pl/oferta);
- Territory of Use – only the territory of the Republic of Poland, which can be enlarged only with the consent of Envio Rental Car;
- Contract – the Vehicle rental contract entered into by Envio Rental Car with the Client in the electronic form.

### 3. Ordering a Vehicle

**3.1.** The Client shall reserve a Vehicle through the System. Once the reservation has been made, the Client chooses the Vehicle model, Handover Date, Return Date, place of collection, time of collection, place of return and the time of the Vehicle's return.

**3.2.** When booking the Vehicle, the Client has the right to choose additional services, such as hiring the Vehicle with a driver, safety seat, converter, children's seat, bicycle rack, roof rack and fridge.

**3.3.** When booking the Vehicle through the System, the Client is required to provide such data as the name, surname, e-mail address, telephone number, address of residence, PESEL, date of birth, driver's license number and expiration date, number and series and expiration date of the identity document. If the Client wishes to receive a VAT invoice, s/he is obliged to provide the data for the settlement.

**3.4.** Booking the Vehicle, the Client is obliged to give consent for the processing of his/her personal data provided in the System to perform the Contract.

**3.5.** Once the data has been correctly entered into the System, the Client receives a summary of the order placed by e-mail and a text message to the phone number provided. The order summary includes the Vehicle hire price and the amount of the deposit due. From the Service level, the Client is moved to the website of the bank selected by the Client in order to make the payment for the Vehicle in question.

**3.6.** At any time, the Client can order the Vehicle bypassing the Service by contacting Envio Rental Car directly. Irrespective of the way in which the Vehicle is ordered, the Client receives e-mail confirmation of the booking.

### 4. Conclusion of the contract

**4.1.** The ordering and booking of the Vehicle is confirmed once the Client has paid the Rent in accordance with the order placed.

**4.2.** Once the Vehicle has been ordered under sec. 3 of these Regulations, i.e. through the Service or without it, Envio Rental Car shall generate the Contract with the Client which is entered into in the electronic form.

**4.3.** Placing the order, the Client declares that:

**4.3.1.** s/he has had the right to drive the Vehicle in the territory of the Republic of Poland for at least three years;

**4.3.2.** s/he is over 21 (twenty-one) years old, unless Envio Rental Car abandons the requirement that the Client must be over twenty-one years old;

**4.3.3.** s/he has sufficient funds to pay the Rent.

**4.4.** Envio Rental Car reserves the right to verify the Client prior to entering into the Contract in available search engines and systems, and, should it find negative opinions about the Client, the right to refuse to enter into the Contract with the Client.

## **5. Vehicle insurance**

**5.1.** Any Vehicles offered by Envio Rental Car have TPL insurance valid, e.g. in the territory of the Republic of Poland.

**5.2.** Envio Rental Car has the right to use the Vehicles and hand them over for use under the lease agreement is has entered into.

## **6. Handover of the Vehicle**

**6.1.** Envio Rental Car hands the Vehicle to the Client at the place and date indicated by the Client in the order placed.

**6.2.** The Client collects the Vehicle clean inside and outside, in a condition that allows its proper operation, with complete equipment and one set of keys, in good technical condition, without physical or legal defects, with a full tank of fuel and TPL insurance.

**6.3.** Collecting the Vehicle, the Client is obliged to examine in detail the Vehicle's condition and confirm it. Any objections concerning the Vehicle's condition which the Client is able to identify should be reported to Envio Rental Car prior to the Vehicles Handover on the Handover Date.

## **7. Vehicle's territory of use**

**7.1.** The Vehicle may be used by the Client only in the territory of the Republic of Poland and only by the Client in person or another authorized person.

**7.2.** If the Vehicle is to be used outside the territory of the Republic of Poland, the Client is obliged to obtain consent from Envio Rental Car.

## **8. Vehicle Rental Period:**

**8.1.** The rental period is each time indicated in the Contract.

**8.2.** The period can be extended only with the consent of Envio Rental Car.

**8.3.** Envio Rental Car may terminate the Contract with immediate effect, sending a relevant notification in the electronic form, if the Client:

**8.3.1.** uses the Vehicle in a manner which does not comply with the Vehicle's intended use, the Contract or Regulations.

**8.3.2.** neglects the Vehicle;

**8.3.3.** makes the Vehicle available to third parties without the consent of Envio Rental Car;

**8.3.4.** has provided false data while placing the order for the Vehicle and using the Vehicle.

**8.4.** Should the Client fail to return the Vehicle by the deadline, Envio Rental Car may collect it at the Client's expense.

**8.5.** If, during the term of the Contract, the Vehicle is damaged in a way that makes its use by the Client impossible, and at the same time, there are no reasons to terminate the Contract by Envio Rental Car, Envio Rental Car may provide the client with a replacement car.

## **9. Rent and payment**

**9.1.** On the Handover Date at the latest the Client is obliged to make the payment to Envio Rental Car for the entire Hire Period in advance, and is obliged to pay the deposit.

**9.2.** Client's payment of the full Rent and deposit amount is the necessary condition for the Vehicle's handover to the Client.

**9.3.** If the Contract is extended during its term, the Client is obliged to pay the full Rent amount prior to the beginning of the extended Rental Period. The failure to pay the Rent for an additional Rental Period may be the reason for refusing to allow the Client to use the Vehicle; however, the inability to use the Vehicle as a result of non-payment for the additional Rental Period shall not extend the Rental Period by the period of the Client's inability to use the Vehicle.

**9.4.** The Client pays the Rent and other fees in one of the following ways:

- 9.4.1. payment card;
- 9.4.2. online bank transfer;
- 9.4.3. blik;
- 9.4.4. cash;
- 9.4.5. payment card by means of a terminal located at the seat of Envio Rental Car.

## 10. Collateral

**10.1.** In order to secure the payment of the Rent, contractual penalties and any other claims of Envio Rental Car, on the Handover Date the Client shall pay the deposit in the amount set out in the Contract to Envio Rental Car. Envio Rental Car shall have the right to deduct from the Client's deposit the amounts due to, in particular, the contractual penalties charged and fees.

**10.2.** The deposit paid by the Client, after any deductions, shall be returned to the Client within 21 (twenty-one) business days of the date of the Vehicle's return.

**10.3.** If it is justified by the circumstances, in particular the results of the verification referred to in sec. 4.4. of these Regulations, Envio Rental Car has the right to make entering into the Contract dependent on providing by the Client of a collateral exceeding the deposit amount referred to in sec. 10.1 of these Regulations.

## 11. Client's obligations and responsibility

**11.1.** During the Rental Period the Client is obliged:

- 11.1.1. to use the Vehicle in a manner set out in the Contract and corresponding to the Vehicle's properties and intended use;
- 11.1.2. to lock the Vehicle, activate anti-theft devices and secure outside the Vehicle the keys to the Vehicle whenever getting out of it;
- 11.1.3. to perform a basic inspection of the Vehicle, including, in particular, proper tire pressure and operation of lights;
- 11.1.4. to use the correct type of fuel in the Vehicle as indicated on the fuel filler;
- 11.1.5. if possible, to park the Vehicle in guarded parking lots;
- 11.1.6. not to give the Vehicle to a third party for use, sublet or lease it;
- 11.1.7. not to carry out activities forbidden by Envio Rental Car with the Vehicle, in particular, it is forbidden to:
  - 11.1.7.1 smoke tobacco or other substances in the Vehicle;
  - 11.1.7.2. use the Vehicle without the consent of Envio Rental Car to start other vehicles, as well as tow other vehicles, trailers or any other items;
  - 11.1.7.3. make modifications or changes in the Vehicle;
  - 11.1.7.4. exceed the Vehicle's carrying capacity;
  - 11.1.7.5. use the Vehicle in races, rallies, competitions, as well as drive it on racetracks (without taking part in competitions);
  - 11.1.7.6. transport animals in the Vehicles;
  - 11.1.7.7. stick any materials to the the Vehicle;
  - 11.1.7.8. transport in the Vehicle any materials or substances that may cause damage, destruction, soiling of the Vehicle, or that may pose a threat to its passengers;
  - 11.1.7.9. drive the Vehicle under the influence of alcohol or narcotic drugs, psychotropic substances, as well as any other substances that may influence the Client's consciousness or psychomotor ability;
  - 11.1.7.10. use the Vehicle for gainful employment.
- 11.2. During the Rental Period, the Client is not allowed to drive more than 200 (two hundred) kilometers in each 24 hours. The limit can be increased with the consent of Envio Rental Car.

## 12. Return of the Vehicle

**12.1.** Upon the end of the Rental Period, the Client is obliged to return the Vehicle on the Return Date, at the place and time indicated at the time of ordering it, in the condition in which it was when it was handed over to the Client, which means the return of the Vehicle:

- 12.1.1. with the full fuel tank and charged battery;
- 12.1.2. at the place and time indicated in the Contract;
- 12.1.3. which is clean inside and outside;
- 12.1.4. together with the Vehicle keys, documents and another equipment provided upon the handover.
- 12.2. A change of the time and place of the return requires prior consent of Envio Rental Car. Should the Vehicle be returned:

**12.2.1.** at another date and time than it has been indicated in sec. 12.1.;

**12.2.2.** in a conditions which does not comply with the Contract, including, in particular, visible dirt;

Envio Rental Car shall have the right to indicate another date and time of the Vehicle's inspection and collection which shall be communicated to the Client immediately, and charge the Client with a fee for another rental day.

**12.3.** The Vehicle's return shall be confirmed with the electronic return Report approved by the Parties. Prior to drawing up the Report, the Parties shall verify the Vehicle's condition as of the Return Date.

**12.4.** Should the Client abandon the Vehicle, i.e. return it in violation of this section, the Client shall be liable for the damage done to the Vehicle until the moment when Envio Rental Car receives the information that the Vehicle has been abandoned, its location and it will be able to collect it. The Contract shall be terminated as of the moment when it will be possible to collect the Vehicle in the manner described in the preceding sentence.

**12.5.** The Client is obliged to return the Vehicle, as well as the keys, documents and another equipment handed over together with it, in a conditions which is not deteriorated, but s/he shall not be liable for Vehicle's normal wear and tear resulting from correct use.

**12.6.** Should the Client exceed the daily kilometre limit agreed in the Contract, Envio Rental Car shall have the right to charge a fee of PLN 2.5 (PLN two 50/100) or in the other amount specified in the Agreement, per each kilometer above the limit in question.

### **13. Damage, breakdowns, theft**

**13.1.** In the event of the Vehicle's damage or technical failure, the Client is obliged to secure the Vehicle or its remains and immediately report the damage/failure to Envio Rental Car, as well as provide all information regarding the condition of the Vehicle and its location.

**13.2.** The Client has no right to make any repairs or tow the Vehicle without consent of Envio Rental Car. If the broken or damaged Vehicle has been left, due to the Client's fault, outside the place of its return, the Client shall incur the cost of the Vehicle towing.

**13.3.** If the Vehicle has been damaged due to reasons attributable to an unknown third party, the Client is obliged to take any necessary actions aimed at identifying the perpetrator and secure the evidence which may help determine the perpetrator's liability.

**13.4** In the case of the Vehicle's theft, damage, collision or accident, the Client is obliged to immediately inform Envio Rental Car of that fact. Furthermore, the Client is obliged to cooperate with the insurance company to the extent necessary for the claim settlement, and, in particular, provide any documents required by the insurer.

**13.5** In the case of the Vehicle' theft, the Client is also obliged to immediately return the Vehicle keys and documents to Envio Rental Car.

**13.6.** In the case of the Vehicle's damage/theft due to reasons attributable to an unknown third party, the Client is obliged:

**13.6.1.** to immediately notify Envio Rental Car about the Vehicle's accident or damage;

**13.6.2.** not to accept settlements of third parties;

**13.6.3.** to call the Police to the place of the incident and provide Envio Rental Car with the police report;

**13.6.4.** to provide Envio Rental Car with a filled-in and confirmed theft/accident notification form or a complete and signed perpetrator's declaration, and, if possible, complete data of a known third party and witnesses to the incident, as well as a detailed description of the incident;

**13.6.5.** to provide Envio Rental Car and the insurance company with any help in pursuing any claims or in court proceedings related to the theft/accident or loss.

### **14. Costs**

**14.1.** The Client is obliged, at his/her expense and risk, to undergo necessary medical check-up in order to determine the ability to use the Vehicle. Envio Rental Car shall not be responsible for their correctness and reliability, and, in addition, in the case of any fortuitous events caused by the Client's health status or other events (including fortuitous ones), the Envio Rental Car liability shall be excluded.

**14.2.** The Client is obliged to incur the costs of using the Vehicle during the Rental Period, and, in particular, is obliged to:

**14.2.1.** pay tickets, other fines or fees resulting from a breach of generally applicable legal regulations, for reasons for which the Client takes responsibility;

**14.2.2.** incur the costs of the fuel/electricity used by the Vehicle, as well the costs of the washer fluid;

**14.2.3.** Pay all tickets and fees, including the ones for Vehicle parking.

**15. Liability**

**15.1.** The Client is obliged to repair for Envio Rental Car any damage done to Envio Rental Car while performing the Contract by paying appropriate compensation. At any time, Envio Rental Car has the right to require the Client to repair the damage done to Envio Rental Car in accordance with general principles, and/or charge contractual penalties under the provisions of this sec. 15 of the Regulations. Charging by Envio Rental Car contractual penalties and/or fees in accordance with the provisions of the Regulations does not deprive Envio Rental Car of the right to pursue from the Client compensation exceeding the amount of the contractual penalties charged and/or fees in accordance with general principles.

**15.2.** The Client is obliged, in particular, to pay to Envio Rental Car any amounts due resulting from the damage done to the Vehicle, including its external elements and elements of the Vehicle's internal equipment, caused by the Client. In the case of the damage, the Client is obliged to cover the full costs of the Vehicle's repair. The amount of the Vehicle repair costs shall be determined on the basis of a relevant cost estimate.

**15.3.** Envio Rental Car has the right, in particular, to charge the Client with the costs of:

**15.3.1.** elimination of the damage resulting from improper use of the Vehicle or Client's negligence;

**15.3.2.** the loss of the Vehicle's market value due to its damage resulting from the Client's fault;

**15.3.3.** the profit lost by Envio Rental Car on the Vehicle rental as a result of the damage caused in the Vehicle due to the Client's fault.

**15.4.** Envio Rental Car has the right to pursue from the Client additional fees and contractual penalties in the case and in the amount indicated below:

**15.4.1.** if:

**15.4.1.1.** the returned Vehicle is not clean inside and outside, and there is a need to clean it

**15.4.1.2.** the Vehicle has been returned by the Client in a condition which does not comply with the Contract and these Regulations;

**15.4.1.3.** the Vehicle has not been returned between 08:00 am and 4:00 pm;

**15.4.1.4.** the Vehicle is returned on Saturdays and days off;

**15.4.1.5.** the Vehicle has been returned without a full tank and with an uncharged battery, and there is a need to fill the tank or charge the battery by Envio Rental Car, and charging the administration fee does not release the Client of the obligation to pay the costs of the missing fuel;

**15.4.1.6.** Envio Rental Car has to deal with the traffic tickets imposed on the Client or a third party in connection with the use of the Vehicle;

in the amount of PLN 150.00;

**15.4.2.** for each day on which the Vehicle is immobilised as a result of the failure to return the documents and keys or for returning the Vehicle in a condition which makes it impossible to use, Envio Rental Car has the right to charge the Client with a contractual penalty in the amount of twice the Rent due for each day of the Vehicle's rental.

**15.4.2.** If:

**15.4.2.1.** even one of the declarations referred to in sec. 4.3. of these Regulations was submitted by the Client falsely;

**15.4.2.2.** the Client has breached sec. 7.1. of the Regulations;

**15.4.2.3.** the Contract has been terminated by Envio Rental Car due to the reasons indicated in sec. 8.3. of the Contract;

**15.4.2.4.** the Client has breached any obligation indicated in sec. 11.1. of these Regulations

in the amount of PLN 500.00 (five hundred) for each day of the breach.

**15.5.** If the Client returns the Vehicle with incomplete or damaged equipment, Envio Rental Car shall have the right to charge to the Client the following fees for each part of the damaged or lost equipment in the amount indicated in the table below:

Vehicle key	PLN 2500.00
Registration card	PLN 350.00
Insurance policy	PLN 50.00
Warning triangle	PLN 350.00
First-aid kit	PLN 400.00
Fire extinguisher	PLN 900.00
Tow screw	PLN 150.00

Tow hook	PLN 2,500.00
Trunk shelf	PLN 750.00
Trunk curtain	PLN 1,900.00
Key to tow hook	PLN 250.00
Foldable storage box	PLN 150.00
Repair kit, sealant	PLN 350.00
Repair kit, compressor	PLN 950.00
Repair kit, set	PLN 1,300.00
Spare wheel	PLN 2,900.00
Car seat for a child weighing from 22 to 36 kg	PLN 500.00
Car seat for a child weighing from 15 to 36 kg	PLN 1,100.00
Car seat with basis for a child weighing from 22 to 36 kg	PLN 2,100.00
Roof storage box	PLN 3,900.00
Bike rack	PLN 4,500.00
Car fridge	PLN 350.00
Car charger	PLN 1,500

**15.6** If the Vehicle is returned by the Client after the Return Date set out in the Contract, Envio Rental Car has the right to charge the following charges to the Client:

If the Vehicle is returned within 12 (twelve) hours of the agreed Return Date	50% of the Rent for one Rental day.
If the Vehicle is not returned over 12 (twelve) hours after the agreed Return Date but fewer than 24 (twenty-four) hours after the agreed Return Date	100% of the Rent for one Rental day.
If the Vehicle is returned 24 (twenty-four) hours after the agreed Return Date	100% of the Rent for each Rental day started.

**15.7** The Client shall not be entitled to the claim against Envio Rental Car regarding reimbursement of the outlays on the Vehicle.

## **16. Special provisions applicable in the contract entered into with the Consumer**

**16.1.** The provisions of this section shall apply only to Contracts entered into with Clients who are consumers.

**16.2.** The Client who is the Consumer shall take the liability set out in the Regulations, only if the basis of that liability is an event for which the Client is liable in line with the general principles set out in the Civil Code.

**16.3.** The disputes arising out of the contents or performance of the Contract shall be resolved by competent courts of general jurisdiction in accordance with applicable law.

**16.4.** Pursuant to Article 38 sec. 12 of the Consumer Right Act (consolidated text Journal of Laws of 2017, item 683, as amended) the Client who is the Consumer does not have the right to withdraw from the Contract or renew the Contract in connection with entering into it remotely or out of the Envio Rental Car premises.

## **17. Withdrawal and complaints**

**17.1.** In the case of resignation, after fulfilling the Contract's terms and conditions by Envio Rental Car, by the Client from the order after paying for it, the reimbursement of the funds shall be made in the form of a voucher which can be used within a year of the resignation date.

**17.2.** The complaints connected with improper performance of the Contract by Envio Rental Car, including the ones connected with identification of the Vehicle's defects which limit its fitness for the intended use or which make it impossible to use it, may be submitted in writing to the address indicated in the Regulations or in the form of a document via e-mail

to the address: [biuro@erc.pl](mailto:biuro@erc.pl).

**17.3.** The complaint shall be examined 14 days of its correct submission. What shall be understood as the correct submission of the complaint is handing over the complete set of documents necessary to examine it.

## **18. Personal data**

**18.1.** The Client shall make his/her personal data available to Envio Rental Car for the purposes of performance of this Contract.

**18.2.** The scope of the data provided includes: the name, surname, e-mail address, telephone number, address of residence, PESEL, date of birth, driver license number and expiration date, number and series and expiration date of identity document, which are necessary for the fulfilment of the Parties' duties.

**18.3.** Personal data shall be processed by Envio Rental Car, when it is necessary for the purposes of the legitimate interests pursued by Envio Rental Car - pursuant to Article 6(1)(f) of the GDPR - which are considered to be the performance of the Agreement, prevention of fraud, ensuring security, application of internal processes for overseeing compliance with the law, as well as the establishment, exercise or defence of claims. The period of data processing shall depend on the purpose of the processing - in the case of the processing for the purpose of performing the Contract, personal data shall be processed for the period necessary for its performance, and in the case of establishment, exercise or defence of claims - until such claims have become statute barred.

**18.4.** Envio Rental Car is the personal data controller. The Client has the right to request access to personal data from the controller, the right of rectification, erasure or restriction of their use, the right to object to the processing, as well as the right to data portability. The Client may withdraw the consent for the processing of personal data at any time. However, the withdrawal of the consent shall not affect the lawfulness of the processing prior to the withdrawal. The Client has the right to lodge a complaint with the supervisory authority, if the data are processed in breach of the GDPR provisions.

**18.5.** The Client's personal data, shall be provided by Envio Rental Car at any request from public administration authorities in connection with the authority's inquiry issued as a result of a suspected/actual misdemeanor/crime or administrative tort during the Vehicle rental period.

**18.6.** The Envio Rental Car Vehicles are equipped with devices which locate them and process the data on the Vehicle's current location, to which Envio Rental Car has access. The Client using the Services agrees to the collection of data about the Vehicle's current location.

**18.7.** Taking into account the risk of violation of the rights and liberties of natural persons and the state of technical knowledge, costs of implementation, scope, nature, context and purposes of personal data processing, Envio Rental Car, to the extent that the Client entrusts it with data processing, declares that it has implemented appropriate technical and organizational measures to secure the processing of personal data entrusted to it.

## **19. Final provisions**

**19.1.** The division of the Regulations into sections and assigning titles to the individual sections has been done only for the purpose of ensuring order, and shall not affect the interpretation thereof.

**19.2.** The provisions of generally applicable law, in particular of the Civil Code, shall apply to issues which have not been regulated in the Contract and Regulations.

**19.3.** The Regulations in the wording provided above take effect on 7 October 2022.

**19.4.** Any disputes arising out of the performance of the Contract or in connection with renting the Envio Rental Car Vehicles shall be resolved by the court competent for the registered office of Envio Rental Car.

**19.5.** Any remarks, opinions and information can be sent through the CONTACT tab on the website: [www.erc.pl/en/contact](http://www.erc.pl/en/contact)