



General terms and conditions of Rental Agreement to hire motorhomes (GTC)*

Dear Hirer,

Your contract partner is the respective local rental station that will hand the Vehicle over to you. Therefore, upon conclusion of a contract on the booking of a motorhome, the following Rental Terms and Conditions (to the extent effectively agreed) will become part of the contract coming about between the partners and licensees of Rental Alliance GmbH, i.e. the respective local rental station (herein after referred to as the „Rental Company“) and you. Please read these Terms and Conditions of Business carefully.

(*Translation only. The only legally binding version of this document is the German one.)

1. Scope, contents of contract, jurisdiction

- 1.1 These terms and conditions of McRent Rental Agreement (GTC) are valid for partners and licensees (from now on referred to as „the Rental Company“). The Rental Company shall not accept any contradictions or deviations from GTC requirements made by the Hirer. GTC also apply in cases when the Rental Company will acknowledge terms and conditions of the Hirer that obstruct or are different from GTC.
- 1.2 The subject of the agreement with the Hirer is only the transfer of a camping Vehicle. The Rental Company does not provide any travel services and does not offer any tourism packages.
- 1.3 At the time of booking the Rental Company and the Hirer conclude a Rental Agreement based solely on the Polish law. The Hirer will organize the trip by himself and use the Vehicle at his risk. The Rental Agreement is limited to a fixed period. Arbitrary extension of the rental for an indefinite period is excluded.
- 1.4 All contracts between the Rental Company and the Hirer must be in writing.

2. Minimum age authorized driver

- 2.1 The minimum age of the Hirer and each driver is 21. For Vehicles over 3.5 tons (Premium Group), the minimum age is 25. Both the Hirer as well as the driver must hold a III class or B class driving license document (national / international) for at least one year, and to drive Vehicles over 3.5 tons (Premium Group) for at least 3 years. The delivery of the Vehicle requires the presentation by the Hirer and/or driver(s) of the driver's license and the valid identification card/passport at the time of taking possession. If a delay in taking possession occurs due to the non-presentation of said documents, such delay shall be at the expense of the Hirer. If such documents cannot be presented at neither the agreed time for taking possession, nor within a reasonable grace period thereafter, then the Rental Company shall be entitled to withdraw from the contract. The cancellation provisions set forth in section 4.2 shall apply. The Rental Company or the official authorities of the country may require the presentation of an international driver's license (for non-EU citizens).
- 2.2 Please note that some of the Rental Company's Vehicles have a total weight of more than 3,5 tons and that to drive these Vehicles an appropriate driver's license is required. Those in possession of a Class B driver's license must consult the Rental Company about the engine size and the technically permissible total weight of the Vehicle rented. If, upon renting, a respective driver's license cannot be presented, the Vehicle shall be regarded as not collected. In such case, there shall apply the respective terms of cancellation (see 4.2).
- 2.3 The Vehicle may only be driven by the Hirer and the drivers named at the time of hiring.
- 2.4 The Hirer at the request of the Rental Company is obliged to provide the names and addresses of all Drivers who will be in the possession of the rented Vehicle even for a short time. The Hirer assumes responsibility for all actions of drivers.

3. Rental cost and duration

- 3.1 The rental prices are specified in the applicable price list of the rental. Vehicle rental for the shortest possible period of a given time is also in accordance with the valid price list. Renting prices of campers are subject to the price list for the season. At the conclusion of the Rental Agreement is charged a one-time service fee listed in the current price list (<https://www.mcrent.pl/ogolne-warunki-handlowe/>).
- 3.2 The relevant hire charge includes: In generally unlimited mileage; specials could have limited kilometres, extra kilometres will be charge according to the valid price list; insurance cover modelled on German „Kasko“ insurance as described in Section 12 and the vehicle manufacturer's mobility guarantee. The bicycle racks are not suitable for E-Bikes.
- 3.3 The daily rates for the rental are on daily bases and are calculated for each started 24 hours period. The rental period begins at the time when the Hirer receives the Vehicle from the Rental Company and ends when an employee of the Rental Company accepts the return of the Vehicle.
- 3.4 In case when the Vehicle is returned after the agreed time set in writing, the Rental Company shall charge the Hirer for every started hour according to the current price list (maximum charge for each day of delay shall be a daily rental fee). In such case, all costs shall be borne by the Hirer, also against the person who was booked to rent that Vehicle.
- 3.5 If the Vehicle is returned before the expiry of the agreed rental period, the Hirer must pay the full amount of the rental unless it is further rented to another Hirer.
- 3.6 The Vehicle shall be delivered to the Hirer with a full fuel tank and also must be returned with a full tank. Otherwise, the Rental Company will charge the Hirer with the cost of diesel fuel according to the current price list (<https://www.mcrent.pl/ogolne-warunki-handlowe/>). Fuel, AdBlue and running costs during the rental period must be borne by the Hirer.
- 3.7 One-way rentals are only possible by special individual agreement.

4. Reservation, rebooking and cancellation

- 4.1 Reservations are confirmed by the Rental Company in accordance with clause 4.2 and shall be valid only for a group and not the type of Vehicles. This applies when, for example, in the description of a Vehicle group was given a specific type of a Vehicle. The Rental Company reserves the right to upgrade the client to an equivalent or superior Vehicle.
- 4.2 To confirm the booking a deposit of 30% of the rental charge, with a minimum of 1500 zł must be paid. After receiving the payment, a booking confirmation will be sent to the Hirer. Only then will the reservation become binding on both parties. If the Hirer exceeds this deadline written in the offer the Rental Company will cease to be bound by the reservation. In the event, when the Hirer withdraws from the contract, the following cancellation terms, counting from the first confirmed reservation apply*:
 - From the day of a confirmed booking until 50 days before the beginning of the rental period (Pick Up), the Rental Company will charge a processing fee of 1500 zł
 - between 49 and 15 days before the scheduled date of the rental 50% of the rental price but a minimum of 1500 zł
 - less than 15 days before the scheduled date of the rental 80% of rental price
 - At the day of the rental, or if the Vehicle is not received 95% of the rental price.*It is up to the Hirer to prove that no damage has occurred at all or to a lesser extent. The cancellation must be made in writing.
- 4.3 Changes may be made to a reservation confirmed to the Hirer from the date of reservation until at least sixty days before the agreed commencement of the rental period, as long as the Rental Company has alternative capacity and the alternative booking corresponds in amount to the first. Rebooking is only possible in the same calendar year and at the same station, a change of station is not possible in case of rebooking. Later changes of bookings are not possible. If the booked travel period is shortened/reduced, the above-mentioned cancellation conditions apply to the cancelled nights. Each rental amendment will be charged according to the valid price list (<https://www.mcrent.pl/ogolne-warunki-handlowe/>). After conclusion of the contract the Hirer is not entitled to any changes with regard to begin of term of rental.
- 4.4 If the Rental Company cannot provide the rental vehicle of the booked vehicle group on the planned pick-up date, the Rental Company reserves itself the right to:
 - a) provide a vehicle of an equal or higher category. If the Rental Company provides a vehicle of an equal or higher category, the hirer shall not be entitled to cancel the rental contract.
 - b) If a vehicle of an equal or higher category cannot be made available either, the Rental Company is entitled to rebook the customer to a vehicle of a lower category. The Rental Company shall reimburse the Hirer for the difference in price to the rental charge already paid by the Hirer in advance. If the Rental Company provides a vehicle of a lower rental category, cancellation of the rental contract by the Hirer is excluded.
 - c) If the Rental Company is unable to provide a replacement vehicle, the Rental Company is entitled to offer a rental from another rental station. In this case, the current daily prices for the rental vehicle at the new rental station shall apply. Possible additional costs are to be borne by the hirer.
 - d) If the Rental Company cannot provide a replacement vehicle and the Hirer does not accept a rental offer from another rental station, the Rental Company reserves itself the right to cancel the booking free of charge. The Rental Company shall reimburse the Hirer for any payments already made.This provision shall apply, amongst other things, in the event of delays in delivery or non-delivery of the rental vehicle, as well as destruction of the vehicle due to force majeure, weather conditions, explosion, fire, theft, burglary, amended legal regulations or other amended regulations.

5. Terms of payment, deposit

- 5.1 The rental cost must be paid to the account of Rental Company no later than 40 days before the date of the rental period.
- 5.2 The deposit of 5000 zł must be paid to the Rental Company (by MasterCard, Visa) at the latest on the delivery of the Vehicle. Payments of deposit by prepaid credit cards or cash are not accepted.
- 5.3 In the case of the shorter-term reservations (less than 40 days to the date of hire) the total rental charge has to be paid immediately.
- 5.4 The deposit will be returned by the Rental Company after the return and acceptance of the Vehicle and the final settlement resulting from the Rental Agreement, the amount paid by the Hirer in advance will be settled together with the deposit upon return of the Vehicle.
- 5.5 In case of late payments by the Hirer statutory interest will be charged.

6. The transfer and return of the Vehicle

- 6.1 Before driving a rented Vehicle, the Hirer is obliged to take part in detailed induction training on the Vehicle run by experts from the Rental Company. After the induction, the transfer protocol will be drawn up with a description of Vehicle's condition. Both parties must sign the protocol. The Rental Company may refuse to transfer a Vehicle until the completion of that training. If there is a delayed transfer of the Vehicle due to the fault of the Hirer, he must bear all the costs involved.
- 6.2 The Hirer and an employee of the Rental Company shall carry out a final inspection of the Vehicle upon return of the Vehicle, and a return protocol shall be made. Both parties must sign the protocol. The Hirer is liable for damages that are not recorded in the acceptance protocol and that are entered in the return protocol.
- 6.3 Regular vehicle handovers take place Monday to Friday in the afternoon; returns take place Monday to Friday in the morning. You can find your booked pick-up time in your booking confirmation. Pick up and Drop Off times as shown in the rental contract are binding. The exact times can be found on the station details pages:

<https://www.mcrent.eu/motorhome-rv-rental/poland/warsaw/>

On Saturdays, collection and return are only possible by prior arrangement. This will incur an additional charge, to be agreed. The days of collection and return will be charged together as a single day, as long as a total of 24 hours is either not exceeded or only exceeded due to the fault of the Rental Company.

- 6.4 The Vehicles are delivered with a clean interior and are to be returned by the Hirer in the same condition as are received. Should the interior not be in the same clean condition as received, the Hirer will be liable for the cleaning fee.

7. Illegal use, the obligation to keep in good condition

- 7.1 The Hirer may not use the Vehicle to participate in Vehicles' events and tests; to transport flammable, toxic or other hazardous or toxic substances; to commit customs offences, even if these are legal offences only at the place where they occur; to rent it or to provide commercial transport of passengers; for any other purpose inconsistent with the provisions of the contract, in particular, for driving the Vehicles in unsuitable area.
- 7.2 The Vehicle should be used carefully and properly, it should be closed each time. It is important to comply with the regulations and technical standards. The Hirer should monitor of the use of the Vehicle, in particular, the level of oil, water and tire pressure. The Hirer agrees to check periodically whether the Vehicle is roadworthy.
- 7.3 It is strictly forbidden to smoke inside all Vehicles. The transport of animals is allowed only after prior consultation with the Rental Company. The Hirer shall bear cleaning costs that have arisen as a result of non-compliance. Costs that arise from airing or cleaning the Vehicle from cigarette smoke, including loss of profits due to the inability to hire the camper to the next client will be charged to the Hirer.
- 7.4 In the case of any proven violation of the provisions referred to in points 7.1, 7.2 and 7.3 the Rental Company may immediately terminate the contract.

8. Procedure in case of an accident.

- 8.1 In the event of an accident, fire, theft or damage caused by wild animals, the Hirer is required to notify the police and the local Rental Company number. Information should be passed no later than on the next day after the accident. Otherwise, insurance claims will not be accepted.
- 8.2 The Hirer is obliged to make a detailed report to the Rental Company even on small damage. If the Hirer fails to prepare - for whatever reason - the appropriate protocol, then the insurance company will refuse to pay compensation for damages incurred. In this case, the Hirer is obliged to pay full compensation.
- 8.3 The completed and signed accident report must be submitted to the Rental Company at the latest on the return of the Vehicle. In particular, it must include the names and addresses of persons injured in the accident, the numbers of the liability insurance policies for all Vehicles involved, registration numbers of the Vehicles involved in the accident as well as personal details of witnesses (if any).

9. Journeys abroad

Journeys abroad but within Europe are permitted. Journeys to countries outside of Europe are subject to the prior approval of the Rental Company. Journeys to areas affected by war or crisis are prohibited. The applicable entry requirements can be found on our website: <https://www.mcrent.eu/service/travel-requirements>

10. Defects of the camper

- 10.1 Any claims to compensation by the Hirer on the basis of defects for which the Rental Company is not responsible are hereby excluded.
- 10.2 Any defects in the Vehicle or its fittings/equipment which are discovered after the commencement of the hire must be reported to the Rental Company in writing by the Hirer by returning of Vehicle. Claims for damages based on subsequently notified defects shall be excluded unless the claim is based on a defect which is not patent.

11. Repair, the replacement Vehicle

- 11.1 Repairs that are necessary to ensure the safety and operation of the Vehicle during the rental period can be made to the amount of 600 zł. Larger repairs should be carried out with the consent of the Rental Company in form of a separate order. Repair costs shall be borne by the Rental Company after the presentation of original documents, as well as any replaced parts, providing that the Hirer is not responsible for damages - point 12. The exception is damage to the tires.
- 11.2 The Hirer shall immediately inform the Rental Company on any fault that was not repaired by the Hirer and agree the actual deadline for its removal. Please keep in mind that the specific conditions and conditions in certain countries (for example infrastructure) may delay repair. If there is a delay in the execution of repairs, the Rental Company does not incur any additional costs.
- 11.3 If the Vehicle is destroyed through no fault of the Hirer, if it could have been foreseen that its use is risky, or the Vehicle should be withdrawn because of too period of use, the Rental Company is required to rent a Vehicle of the same standard. If the Rental Company provides the Hirer with the Vehicle of the same quality, the termination of the Rental Company by the Hirer is excluded. If the Rental Company will offer Vehicle at a lower price level, and the Hirer will accept it, the Rental Company must pay the Hirer the difference resulting from paid in advance higher cost of the rental. If no replacement vehicle can be provided, the Rental Company may cancel the contract.
- 11.4 In the event of damage, improper use of the camper by the Hirer and/or too long use the Rental Company may refuse to provide a replacement Vehicle. Termination of the Rental Agreement by the Hirer is then excluded. If the Rental Company offers the Hirer a replacement car, the Hirer will be charged for all handling costs.

12. Hirer liability insurance autocasco

- 12.1 The Hirer is released from liability for damages according to the principles of motor own damage insurance with excess limited to zł 2100 and a comprehensive insurance with excess zł 5000.
- 12.2 Indemnity, please see 12.1, does not apply in the case of malicious damages or through gross negligence of the Hirer.
- 12.3 In addition, the Hirer shall be liable for the following damages:

- Damages caused while being under the influence of drugs or alcohol, which resulted in the inability to drive.
- The Hirer or the driver of the rented Vehicle escapes from the scene of the accident.
- The Hirer violates the obligations arising from point 8 and in the ensuing accident fails to consult the police, unless the breach of the obligation does not affect either the determination of the cause of the accident or extent of the damage.
- The Hirer breaches the obligations arising from point 8 unless the breach of the obligation does not affect either the determination of the cause of the accident or extent of the damage.
- Improper use of a camper, failing to observe recommendations described in 7.1
- Damages are caused by failure to comply with the recommendations described in point 7.2
- The damage was caused by an unauthorized driver to whom the tenant gave the Vehicle.
- The damage was caused by the failure to comply with the dimensions of the Vehicle (the traffic rules, the local signs in any country), damage caused by improper placement of loads or exceeding the permissible load.

- if damage is caused by the use of the wrong fuel (Incorrect refuelling), if water, AdBlue or oil is not refilled and warning indicators in the vehicle have been disregarded; the insurance does not cover the damages. This also counts for interior damages and incorrect operation of for instance awning, water and fuel tank.

- 12.4 In order to avoid the increase of cost in case of an accident, the Rental Company may present a sample invoice for the damage on request of the Hirer.
- 12.5 Personal property of the Hirer, which is damaged - or lost - as a result of an accident or theft is not insured.
- 12.6 The Hirer shall bear all costs related to the use of the Vehicle: fees, penalties and fines, on which there are no claims against the Rental Company, and which do not result from Rental Company's negligence. The Rental Company reserves the right to recover from the Hirer's credit card all costs of charges, penalties, fines, etc. In addition, the resulting handling costs are accounted for according to the rates of the Rental Company.
- 12.7 If there is more than one Hirer all of them are responsible collectively

13. Rental Company's liability, restrictions

- 13.1 The Rental Company is fully responsible for any intentional conduct and gross negligence. In the case of simple negligence, the Rental Company liability for typical damages is limited if there was a breach of obligation, and its observance is particularly important for the implementation of the objectives of the Agreement (the most important commitments). This responsibility also applies to any obstacles at the conclusion of the contract.
- 13.2 The above limitation of liability does not apply to claims arising from product liability, or in the case of claims for injuries, loss of life or restriction of freedom.
- 13.3 Claims referred to in point 13.1 are not excluded, but their scope is limited to one year starting from the end of the year in which the claim was made. Exceptions are claims for damages for the loss of life, health and freedom under the law of product liability. In these cases, claims for damages cover a period of five years from the end of the year in which the claim was made.
- 13.4 The general terms and conditions and the list of payments are available at the point of hire and published on the Internet.

14. Keeping and sharing of personal data

- 14.1 The Hirer agrees to store his data by the Rental Company.
- 14.2 The Rental Company is authorized to pass Hirers' personal data to third parties and warning centers if there is an adequate justification. Giving false information while renting a Vehicle or not returning a Vehicle within 24 hours after the end of the Rental Agreement, or when the Rental Company is forced to seek redress through the courts in the writ proceedings. In addition, Hirer data shall be passed to all law enforcement authorities if there is good evidence of inappropriate, illegal conduct of a Hirer. This applies to traffic offences, misrepresentation in the rental documents, reporting a non-actual loss of documents, not returning the Vehicle within a specified period, failure to report a technical fault of the Vehicle, etc.

15. GPS devices

The Rental Company's Vehicles can be equipped with a GPS location system.

16. Jurisdiction

For all disputes arising out of or in connection with the hire contract for the Vehicle, the legal venue of the respective local rental Station is agreed.

Valid from 01.01.2023