

Vehicle Rental Terms and Conditions – KPR Cars

§ 1 General Provisions

1. These Terms and Conditions form an integral part of the vehicle rental agreement.
2. These Terms and Conditions apply to all rental agreements unless the agreement states otherwise.
3. In the event of a conflict between the rental agreement and these Terms and Conditions, the provisions of the rental agreement shall prevail.
4. Rental services are provided by MPF Marta Pieszczyk, ul. Maszynowa 5, 80-298 Gdańsk, NIP: 5842797510, REGON: 525127961, e-mail: car@kprcars.pl, phone: 660 400 900.

§ 2 Renter and Entitlement to Drive the Vehicle

5. The Renter may be either a natural person or a company; however, only a natural person listed in the agreement as driver/representative is entitled to drive the vehicle.
6. A person may rent a vehicle if they:
 - are at least 18 years of age,
 - hold a valid identity document (for EU citizens – an identity document in accordance with national law; for other foreign nationals – a valid passport),
 - have held a valid category "B" driving licence recognised in Poland for at least 1 year.

These requirements apply from the moment the rental agreement is signed until the end of the rental period. If the requirements are found not to be met, the Lessor may terminate the rental without notice.

7. The vehicle may only be driven by a natural person meeting the requirements set out in § 2 (1) and (2) and named in the rental agreement under "PERSONAL DATA", or by another natural person expressly authorised in writing by the Lessor.
8. The vehicle may not be sublet or transferred to a third party without the prior written consent of the Lessor.
9. A third party to whom the vehicle has been sublet is obliged to comply with the provisions of the rental agreement and these Terms and Conditions. The Renter is liable for that person's actions as if they were their own.
10. In exceptional circumstances, the Lessor's consent may be given via e-mail.
11. Renting the vehicle is conditional on all parties involved consenting to the processing of their personal data.

§ 3 Commencement of the Rental Agreement

12. The rental period begins on the date specified in the rental agreement or the date of vehicle handover indicated in the handover report, whichever is earlier.
13. If a delay in vehicle handover becomes likely, the Lessor will notify the Renter without delay.

14. For bookings made at least 14 days in advance, a deposit of 1/3 of the total rental cost is required.
15. The deposit is credited towards the rental fee upon signing the final agreement. Otherwise it is forfeited.

§ 4 Security Deposit

WE DO NOT CHARGE A SECURITY DEPOSIT.

§ 5 Vehicle Handover

16. The Renter receives the vehicle with a full tank, topped-up washer fluid, in good technical condition, clean inside and out, and undamaged. The condition at handover will be detailed in the handover report.
17. The Renter is obliged to use the vehicle with due care and return it in the same condition. Any damage or soiling will be remedied at the Renter's expense.
18. The Lessor is obliged to hand over a vehicle free of defects affecting its usability, with a valid technical inspection and paid compulsory third-party liability insurance.
19. The Lessor accepts no liability for mechanical damage resulting from the Renter's failure to fulfil their obligations.
20. The Lessor accepts no liability for items left in the vehicle by the Renter or other occupants.
21. The Lessor accepts no liability for parking charges or administrative penalties imposed on the Renter.
22. The Lessor accepts no liability to third parties for any claims arising from damage caused by the Renter or a third-party driver.

§ 6 Rules of Use, Renter's Obligations

23. The vehicle may be used outside Poland only with the Lessor's written consent and payment of a security deposit. Travel without consent is subject to a penalty and entitles the Lessor to terminate the agreement with immediate effect.
24. During the rental period, the Renter or any third-party driver is obliged to:
 - carry out daily vehicle maintenance (checking and topping up engine oil, coolant, brake fluid and washer fluid, checking tyre pressure and condition, and checking all lights),
 - use Pb98 fuel in accordance with the engine specification in the vehicle registration document,
 - keep the vehicle clean,
 - pay PLN 2 net per kilometre for each kilometre exceeding the agreed limit,
 - pay PLN 350 net per tyre for each 1 mm of tread wear.
25. The Renter may not use the vehicle contrary to the rental agreement. The following are expressly prohibited:
 - driving under the influence of alcohol, drugs or other intoxicating substances,
 - towing other vehicles,

- exceeding the permitted load capacity,
 - exceeding the speed limit,
 - smoking tobacco products, including e-cigarettes,
 - transporting corrosive, soiling or hazardous materials,
 - making alterations or modifications to the vehicle without the Lessor's written consent,
 - transporting animals,
 - using snow brushes or ice scrapers on the vehicle,
 - washing the vehicle in automatic car washes or using brush washers,
 - consuming food or drinks carelessly inside the vehicle.
26. If unauthorised modifications are made, the Lessor is entitled to charge the Renter the cost of restoring the vehicle to its original condition.
27. The Renter is solely responsible for compliance with traffic regulations and administrative provisions.
28. Travel to EU countries, Switzerland and Norway is permitted with the Lessor's prior written consent.
29. Travel to other countries requires the Lessor's prior written consent and direct contact immediately before departure to arrange appropriate vehicle insurance.
30. The Renter is obliged to compensate the Lessor in full for any loss arising from a breach of this section.
31. Every vehicle is equipped with a GPS tracking device.
32. The Lessor has the right to inspect the vehicle's condition and the Renter's documentation.
33. Where additional accessories are provided, the Renter is solely responsible for their proper use.

§ 7 Vehicle Return, Exchange and Extension of Rental Period

34. The Renter is obliged to return the vehicle to the location from which it was collected.
35. Delivery of the vehicle to an address specified by the Renter is possible subject to prior individual arrangements regarding the transport fee.
36. Vehicle collection and return at the company premises Monday to Friday between 09:00 and 17:00 is free of charge.
37. On Saturdays, vehicles are collected and returned no later than 15:00.
38. Collection or return outside business hours on weekdays is available for an additional fee of PLN 100.
39. Special offers are available for customers choosing to rent from Saturday to Monday due to Sunday trading restrictions.

§ 8 Obligation to Compensate for Damage

40. The Lessor is entitled to charge the Renter for:
- missing vehicle equipment or parts listed in the handover report, and compensation for wear exceeding normal use,

- damage caused by improper use or negligence (e.g. damaged mirrors, cracked headlights, bodywork damage),
 - restoring the vehicle to a condition consistent with normal wear, including car wash and upholstery cleaning costs,
 - compensation for loss of vehicle value due to an accident caused by the Renter or as a result of unauthorised modifications.
41. In the event of loss of vehicle equipment or damage due to improper use, the Renter is obliged to compensate for the loss.
42. In the event of loss of the registration document, licence plate, insurance policy, vehicle keys or other items, the Renter will be liable to compensate for the resulting damage.

§ 9 Complaints

43. Complaints may be submitted by phone or e-mail to: car@kprcars.pl.
44. The Lessor will process complaints within 14 days of receipt.
45. The Renter will be notified of the outcome by post and by e-mail.

§ 10 Servicing, Inspections and Repairs

46. The Renter is not authorised to commission repairs, modifications or inspections without the Lessor's prior written consent.
47. In the event of a breakdown or accident, the Renter must notify KPR Cars immediately: tel. +48 660 400 900.
48. In the event of a road accident, the Renter is also obliged to notify the Police.
49. Driving must not continue until the breakdown has been resolved, unless authorised by the Lessor.

§ 11 Damage, Accident, Theft – Procedure

50. In the event of vehicle damage, an accident, theft, break-in or loss of keys, the Renter must immediately notify the Lessor: KPR Cars, tel. +48 660 400 900, and follow the instructions received, including reporting the claim to the insurer. Failure to notify the Lessor makes the Renter liable for any resulting loss.

§ 12 Booking Fee, Additional Charges and Contractual Penalties

51. The Renter pays a one-off booking fee of 30% of the total rental cost.
52. The booking fee is credited towards the rental charge.
53. In the event of cancellation by the Renter for reasons beyond the Lessor's control, the booking fee is non-refundable.

§ 13 Final Provisions

54. Neither party is entitled to transfer rights or obligations arising from the rental agreement to third parties without the consent of the other party.