

SAMPLE AGREEMENT — the renter's details, vehicle, dates and amounts are filled in when booking. Extra fees according to the base price list shown with the vehicle.

CAMPERVAN RENTAL AGREEMENT No.

[illegible]

TRANSLATION FOR INFORMATION ONLY. The binding version of this Agreement is the Polish version, which the Renter accepts and signs. In case of any discrepancy, the Polish version prevails.

concluded on between:

Rozrusznik.eu Robert Willich. Trakt Św. Wojciecha 377. 80-007 Gdańsk. Tax ID (NIP):

5832720457, represented by: Robert Willich, hereinafter referred to as the "Lessor"

and

....., phone, ID card series and no., issued

by:, PESEL / passport no.:, hereinafter referred to as the

“Renter”,

hereinafter jointly referred to as the “Parties” and individually as a “Party”.

§ 1. SUBJECT OF THE AGREEMENT

1. On the terms set out in this Agreement, the Lessor provides the Renter, for paid use, with a campervan:, registration no.:, VIN:, approved to carry a maximum of persons, together with the equipment listed in the digital Handover Report, hereinafter referred to as the “Campervan”.
2. The Lessor declares that it holds legal title to dispose of the Campervan, that the vehicle has a valid roadworthiness test, is approved for road traffic and is covered by third-party liability (OC) and comprehensive (AC) insurance intended for vehicles rented commercially.

§ 2. RENTAL PERIOD AND PLACE

1. The rental period runs from from to until
2. The place of handover (pick-up) of the Campervan is:, and the place of return of the Campervan is:, unless the Parties have agreed another place in documentary form.

§ 3. FEES AND PAYMENT TERMS

1. The total fee for the rental of the Campervan is PLN gross.
2. A deposit (zadatek) of PLN gross is payable by the Renter via the secure electronic payment provided on the platform (DUE). The deposit is non-refundable in the cases set out in the Polish Civil Code and in this Agreement.
3. The remaining part of the rental fee of PLN gross: the Renter undertakes to pay it no later than 7 days before the planned Campervan handover date via the electronic payment provided on the platform, unless the Parties have agreed payment on the pick-up day. The Campervan is handed over only after the full amount has been received.
4. **Cancellation by the Renter:**

- The Renter notifies the Lessor of cancellation by e-mail or in writing. The date of receipt by the Lessor is decisive.
 - If cancellation is notified at least 7 days before the Campervan handover date, the Lessor retains the deposit and refunds the other amounts paid within 14 days.
 - If cancellation is notified later than 7 days before the Campervan handover date, or if the Campervan is not collected on the agreed date, the Lessor retains all amounts paid.
 - The provisions of § 6 (refund of all payments if the Lessor provides neither the Campervan nor a replacement vehicle) apply unchanged.
5. In the event of a delay in returning the Campervan for reasons attributable to the Renter, the Renter undertakes to pay a contractual penalty of 100 PLN for each commenced hour of delay or 1000 PLN for each commenced day of delay. The contractual penalty does not exclude the Lessor's right to claim supplementary damages on general terms if the damage exceeds the amount of the penalty.

§ 4. SECURITY DEPOSIT

1. As security for any claims of the Lessor arising from damage, loss of equipment, contractual penalties or the insurance excess, the Renter pays, at the latest upon handover of the Campervan, a security deposit of PLN as a payment card pre-authorisation (online hold), bank transfer or cash (the deposit is to be secured / held online at the latest before the vehicle is handed over).
2. If the Agreement is performed properly and without damage, the Security Deposit will be returned to the Renter in full on the day the Campervan is returned or within no more than 7 working days from the end of the rental.
3. In the event of damage, missing equipment or contractual penalties, the Lessor is entitled to deduct from the Security Deposit the documented actual costs of remedying them (based on invoices, authorised service estimates or prices of original spare parts). If the claims exceed the Security Deposit, the Renter undertakes to pay the difference within 7 days of receiving a demand.

§ 5. HANDOVER REPORT

1. Each handover and return of the Campervan takes place on the basis of a digital Handover Report prepared on the electronic platform, documenting the odometer reading, fuel level, cleanliness, photographs (including the 4 corners of the vehicle) and any damage or missing items.
2. The report is approved by both Parties with an electronic signature (on the screen of a mobile device or via a dedicated verification link). If the Renter refuses to sign the report, the Parties record the reasons for refusal in the report and take photographs of the disputed condition.

§ 6. REPLACEMENT VEHICLE AND WITHDRAWAL

1. If the booked Campervan breaks down, is damaged or is unavailable before handover for reasons beyond the Lessor's control, the Lessor reserves the right to offer the Renter a replacement campervan of similar or higher standard at no extra charge.
2. If no replacement vehicle can be provided or the Renter does not accept the replacement vehicle, the Agreement is terminated and the Lessor promptly refunds to the Renter all

amounts paid (including the deposit) in full.

§ 7. RIGHTS AND OBLIGATIONS OF THE RENTER

1. The Renter undertakes to use the Campervan with due care, in accordance with the operating instructions and road safety rules, and exclusively for tourist and recreational purposes.
2. Smoking tobacco products and e-cigarettes and using open fire are strictly prohibited in the Campervan and in the awning/porch area. Pets may be carried only with the Lessor's prior consent in documentary form.
3. The Renter must return the Campervan clean inside, with the chemical toilet cassette carefully emptied and rinsed and the grey water tank emptied, unless the Renter purchased these services when booking; otherwise the return fees set out in § 11 apply.
4. The Renter may not sublet the Campervan or lend it free of charge to third parties not named in this Agreement.
5. Returning the Campervan earlier than agreed does not entitle the Renter to a refund of any part of the rental fee paid.
6. If the return of the Campervan is delayed by more than 6 hours and the Renter cannot be reached after all attempts by phone and SMS, the Lessor may notify the law enforcement authorities of a suspected misappropriation of the vehicle.

§ 8. DRIVERS AND LICENCES

1. Only the persons named in the Agreement who are at least 25 years old and hold a valid category B driving licence may drive the Campervan:

Role	Full name	PESEL / Passport no.	ID card series and no.	Driving licence no. and cat.
Main driver (Renter)				
Second driver				

§ 9. AREA OF USE

1. The vehicle insurance and permission to drive the Campervan apply in the Republic of Poland and other European countries (Russia and Turkey only in the European parts of their territories), as well as in Morocco, Tunisia and Israel.
2. Entry into Georgia (damage occurring in Georgia is not covered by the insurance), the Asian parts of Russia and Turkey, Belarus, Ukraine, Moldova and any areas affected by war, a state of emergency or unrest is prohibited without the Lessor's express prior consent in documentary form.

§ 10. PROCEDURE IN THE EVENT OF A BREAKDOWN OR COLLISION

1. If a fault or breakdown of the Campervan occurs during the rental, the Renter must

promptly call the technical support number: +48 530 90 60 30. Repairs or modifications of the vehicle without the Lessor's consent are prohibited.

2. In the event of a road collision, accident or theft, the Renter must immediately call the Police to the scene, obtain a police report or case number and promptly notify the Lessor and the Assistance insurer.
3. The Renter is responsible for all road and motorway tolls, vignettes and fines imposed in connection with the use of the vehicle during the rental period.

§ 11. LIABILITY FOR DAMAGE AND CONTRACTUAL PENALTIES

1. For damage settled under the comprehensive (AC) insurance, the Renter's liability is limited to the excess of PLN per incident, unless the insurer refuses to pay due to the Renter's wilful misconduct or gross negligence (e.g. driving under the influence of alcohol, leaving the scene of an accident, theft of the vehicle together with its documents/keys).
2. Return fees. If the Renter returns the Campervan without performing the following tasks and did not purchase them when booking, the Lessor will perform them on the Renter's behalf and deduct the fee from the Security Deposit according to the price list (services purchased when booking are listed in § 3 and are not charged again):
 - emptying and rinsing the chemical toilet cassette: per the base price list gross,
 - emptying the grey water tank: per the base price list gross,
 - interior cleaning: per the base price list gross,
 - exterior washing of the Campervan: per the base price list gross.
3. The Lessor is entitled to charge contractual penalties in the following specified cases of breach of the Agreement:
 - Breach of the smoking ban in the vehicle (ozone treatment and cleaning): PLN 1,000 gross,
 - Allowing an unauthorised person to drive the vehicle: PLN 2,000 gross.
4. Charging a contractual penalty does not deprive the Lessor of the right to claim supplementary damages if the actual damage exceeds the amount of the penalty.

§ 12. PERSONAL DATA PROTECTION (GDPR)

1. The controller of the Renter's personal data is the Lessor: Rozrusznik.eu Robert Willich.
2. Data are processed to perform this Agreement on the basis of Art. 6(1)(b) GDPR and to fulfil the Lessor's legal and tax obligations on the basis of Art. 6(1)(c) GDPR. In response to requests from authorised bodies (including the Police, municipal guards and toll road operators) concerning traffic offences, data are disclosed on the basis of Art. 6(1)(c) GDPR.

§ 13. FINAL PROVISIONS

1. Matters not regulated by this Agreement are governed by the Polish Civil Code.
2. Any amendments to this Agreement require documentary form (e-mail correspondence, SMS authorisation or acceptance in the platform system), otherwise they are null and void.
3. The Parties will try to resolve any disputes arising from the Agreement amicably. Failing agreement, the competent court will be the common court with general jurisdiction under

- the Polish Code of Civil Procedure.
4. The Agreement has been drawn up and accepted in electronic form or in two identical copies.

§ 14. CONTACT AND SIGNATURES OF THE PARTIES

LESSOR:

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Robert Willich
Pick-up contact: Robert Willich
Technical support on the road: +48 530 90
60 30

RENTER:

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Phone:
E-mail: