

Attachment 1

Campervan Rental - Terms and Conditions

Notel Poland Sp. z o.o.

1. General provisions

1.1. The following definitions shall be used:

„**Terms and Conditions**” – this document,

„**Renter**” – the person who signed a Campervan Rental Agreement,

„**Driver**” – the person who is entitled to use the Vehicle under the Agreement,

„**Company**” – Notel Poland sp. z o.o., with its registered office in Warsaw, at ul. Włóściańska 15/98, KRS (National Court Register number) 0000474393, REGON (National Business Registry Number) 146843886, NIP (Tax Identification Number) 5252562639,

„**Vehicle**” – campervan specified in the Agreement, owned by the Company,

„**Deposit**” - the deposit referred to in point 5.1. of these Terms and Conditions,

„**Rental**” – providing the Vehicle for temporary use in exchange for agreed payment - under the conditions specified in the Rental Agreement and the Terms and Conditions,

„**Rental Agreement**” – the document confirming Vehicle rental that is signed by both parties: the Renter and the Company,

„**Rental Inquiry**” – the Renter’s statement about the intent to conclude a Rental Agreement, specifying the type of vehicle and period for which the Rental Agreement is to be concluded - including the intended date of delivering the Vehicle to the Renter and the date of returning the Vehicle to the Company.

1.2. The Company informs the Renter that the subject of the Agreement is Vehicle rental, and not provision of tourist services, within the meaning of the Act of 29 August 1997 on Tourist Services (Journal of Laws of 1997, No. 133, item 884, as amended). This means that the Renter shall organise and plan their own trip and is aware of the fact that they shall take full responsibility for themselves, Drivers, co-passengers and the Vehicle and be prepared for any unforeseen circumstances, e.g. illness, accident, breakdown of the Vehicle, etc.

1.3. The Vehicle has: valid Civil Liability, Comprehensive Cover (AC) and Assistance policies, and they shall be maintained for the duration of the rental period. The Vehicle is in good technical condition and has a valid technical inspection. The Renter can take out additional insurance (apart from the policies mentioned above) under their name and at their own expense.

1.4. The Vehicle is a chosen campervan owned by Notel Poland Sp. z o.o., along with the selected standard of equipment specified in the handover report. The parties will assess the actual condition of the Vehicle in the handover report. The handover report is the basis for comparing the condition of the Vehicle at the time of its return to the condition of the Vehicle at the time of its delivery.

1.5. The Renter can only be a person that meets the following conditions:

- is at least 26 years old,

- has held a driving licence for at least 5 years,
- will present a valid identity document,
- will present a valid driving licence,
- will present the last paid bill (telephone, electricity, gas bill, etc.) with their address on it – to confirm the place of their permanent residence.

1.6. The Driver can only be a person that meets the following conditions:

- is at least 26 years old,
- has held a driving licence for at least 5 years,
- will present a valid identity document,
- will present a valid driving licence.

2. Pre-booking

2.1. The Renter may submit a Rental Inquiry:

- by calling the Company,
- by e-mail,
- in person at the Company's office.

2.2. The Company, in response to the Rental Inquiry, confirms the possibility of concluding a Rental Agreement under the conditions specified in the Rental Inquiry, informs about the lack of such possibility, or proposes other conditions of concluding the Agreement. If the Renter agrees to such other conditions, it shall read as if they submitted a Rental Inquiry under the conditions specified by the Company. Making a pre-booking may be subject to an advance payment for rent by the Renter in the amount specified by the Company in response to the Rental Inquiry.

2.3. If the Company does not request an advance payment for rent, the pre-booking shall become effective upon receiving by the Renter the confirmation of concluding the Agreement. If the Company requests an advance payment for rent, the pre-booking shall become effective upon receiving by the Company the specified advance payment for rent from the Renter.

2.4. Effective pre-booking means that the Renter and the Company shall conclude the Agreement under the conditions specified in the Rental Inquiry.

3. Conclusion of the Agreement and delivery of the Vehicle

3.1. The Agreement shall be concluded in writing at the Company's office, under the conditions specified in the Rental Inquiry. Upon conclusion of the Agreement, the Renter is obliged to present documents that confirm meeting the conditions listed in points 1.5. and 1.6.; otherwise, it shall be acknowledged that the Renter unreasonably refused to conclude the Agreement.

3.2. If the Renter fails to appear to conclude the Agreement or unreasonably refuses to conclude it by the date specified as the Vehicle delivery date in the Rental Inquiry that resulted in an effective pre-booking, the legal relationship resulting from an effective pre-booking shall expire. The Company is entitled to retain the advance payment for rent made by the Renter as compensation for not concluding the Agreement.

3.3. On the basis of the concluded Agreement, before the Vehicle delivery date, the Renter shall pay the Deposit and Rent to the extent exceeding the advance payment referred to in point 2.2.

3.4. Upon concluding the Agreement, the advance payment for rent made by the Renter, referred to in point 2.2., becomes a deposit securing the performance of the Agreement in the following areas:

3.4.1. On the part of the Company – the Renter’s obligation to pay the Deposit and the full amount of rent, referred to in point 3.3.;

3.4.2. On the part of the Renter – the Company’s obligation to deliver the Vehicle within the time frame specified in the Agreement, subject to the provisions of point 3.6. below.

3.5. As soon as all of the following events have occurred, i.e.:

3.5.1. the Renter’s payment of the Deposit and Rent in the amount exceeding the advance payment referred to in point 2.2.,

3.5.2. delivery of the Company’s Vehicle,

the advance payment referred to in point 3.4. shall be credited towards Rent. In the scope not regulated in points 3.4. and 3.5. above, to the amount of the advance payment referred to in point 3.4., the provisions of article 394 of the Civil Code shall apply, i.e. in particular, if the Agreement is not performed by one of the parties, the other party may rescind the Agreement without setting an additional period and retain the obtained advance payment, and if it was the party which made the advance payment, it may demand twice the amount.

3.6. The delivery of the Company’s Vehicle may take place only after conclusion of the Agreement, performance by the Renter of the obligations specified in point 3.3. above and participation in training referred to in point 3.7 below.

3.7. Before the delivery of the Vehicle, the Renter shall participate in training conducted by the Company that explains the conditions of use of the Vehicle.

3.8. The Company and the Renter shall draw up a report on the delivery of the Vehicle, in which they will confirm the condition of the Vehicle and its equipment, as well as participation in training referred to in point 3.7. A copy of the above report shall be attached to the Agreement.

4. Use of the Vehicle

4.1. During the rental period, all operating costs of the Vehicle, including fuel, road toll charges, and consumable fluids, shall be fully covered by the Renter.

4.2. The Renter shall inform the Company about the approximate route of travel in the Vehicle. Any travel outside the territory of the Republic of Poland and the European Union should be agreed in advance with the Company.

4.3. The Vehicle shall be locked while unattended. The Renter shall inspect the Vehicle regularly and make sure that it meets all the conditions necessary for safe driving. Any defects caused by the use of the Vehicle by the Renter should be immediately repaired by the Renter.

4.4. The Renter shall carry the Registration Card and other documents of the Vehicle, as well as a set of keys with a car remote throughout the duration of the rental period. The Renter shall ensure that the documents and keys are not stolen, lost, or damaged. In the event of possible theft, loss, or damage, the Renter shall pay a contractual penalty in the amount of 1,000 PLN.

4.5. Leaving the aforementioned documents or keys in the Vehicle is strictly prohibited; the Renter is fully responsible for any damage resulting from it.

4.6. The Renter shall not exceed the speed of 110 km/h (with recommended speed limit of 100 km/h) and must exercise extreme caution when driving, particularly under bridges, tunnels, etc., due to the height of the Vehicle, which depends on the model of the campervan and ranges between 290 and 330 cm.

4.7. Smoking and the use of other substances, including all psychoactive drugs, is strictly prohibited in the Vehicle. It is forbidden to keep or transport animals in the Vehicle without the Company's consent.

4.8. The Vehicle shall only be driven on paved roads and shall not be driven in mountain or forest areas for which it is not technically adapted. The Vehicle shall be used only for recreational and tourist purposes. It is forbidden to use the Vehicle for transporting goods, wild and domestic animals, corpses, any materials that are chemically and biologically dangerous, radioactive, flammable or illegal, or for taking part in car parties.

4.9. The Vehicle shall only be made available to the Driver, at the cost and risk of the Renter. In the event of handing the Vehicle over to a third party, the Renter shall be obliged to pay a contractual penalty in the amount of 2,000 PLN.

5. Rent and rental period

Total rent for the Vehicle and the rental period are specified in the Rental Agreement.

6. Deposit; Contractual penalties

6.1. In the Rental Agreement, the Renter undertakes to pay a Deposit to secure claims and liabilities to the Company for non-performance or improper performance of the Rental Agreement, as well as fees and contractual penalties due from the Renter, in the amount specified in the Rental Agreement, prior to Vehicle delivery. The Deposit is collected to cover any possible costs of repairs or losses in the Vehicle equipment, as well as any other claims against the Renter under the Rental Agreement.

6.2. If the Company does not use the Deposit to cover their claims referred to in point 5.1 above, the unused amount of the Deposit shall be returned to the Renter within 14 days from the date of handing over the Vehicle and signing the handover report. The Deposit shall be returned to the bank account listed by the Renter.

6.3. Irrespective of other provisions of the Rental Agreement and the Terms and Conditions, the Renter shall be obliged to pay the Company contractual penalties in the following cases and amounts:

- theft or total damage of the Vehicle – contractual penalty in the amount of the Deposit,
- theft, loss or damage of keys, car remote or documents of the Vehicle – contractual penalty in the amount of 1,000 PLN,
- violation of the smoking ban inside the Vehicle – contractual penalty in the amount of 500 PLN,
- returning a dirty Vehicle on the inside – contractual penalty in the amount of 300 PLN,

- dirty upholstery requiring washing – contractual penalty in the amount of 300 PLN,
- not cleaning the chemical toilet – contractual penalty in the amount of 300 PLN,
- returning a dirty Vehicle on the outside – contractual penalty in the amount of 100 PLN,
- not refilling the tank after the rental period – contractual penalty in the amount of 100 PLN (irrespective of the obligation to reimburse the Company for the fuel necessary to fill up the tank).

If the amount of damage suffered by the Company as a result of any of the events bound by the obligation to pay a contractual penalty exceeds the amount of such penalty, the Company is also entitled to claim compensation exceeding the agreed contractual penalty.

7. Responsibility for the Vehicle

7.1. From the time of Vehicle delivery, the Renter shall be fully responsible for damages caused to third parties in connection with driving the Vehicle, unless relevant provisions exempt the Renter from liability. In particular, if the damage, breakdown or collision in which the Renter was involved occurred through the fault of the Renter, the Renter shall cover all costs of removing the effects.

7.2. If the Renter is unable to continue their journey as a result of a collision or other damage which occurred through the exclusive fault of the Renter, the Renter is not entitled to reimbursement of rent for the rest of the rental period.

7.3. The Renter shall be fully responsible for the Vehicle, in particular in the event of theft or loss of keys, car remote, or documents of the Vehicle.

7.4. The Renter shall be fully responsible for any damages that have occurred as a result of breach of traffic laws or as a result of recklessness, negligence, or devastation. The Renter shall be responsible for their actions or inactions, and for actions or inactions of people that perform the Rental Agreement with them (including people that use the Vehicle, in particular Drivers). The Renter shall be fully responsible for damages caused by driving under the influence of alcohol, drugs, and other substances. The Renter shall be fully responsible for any damages to the Vehicle caused during the rental period, even if they were not caused directly through the fault of the Renter and do not result from the failure of the Company to comply with their obligations. Examples of such damage can be: tire damage, cracked glass from impact or damage to the suspension caused by not adapting speed to road conditions. The Renter shall be financially responsible for any fines or other unpaid charges accrued by the Renter while using the Vehicle. At the request of law enforcement authorities, the Company has the right to provide the Renter's personal data.

7.5. The Renter shall not be responsible for damages or breakdowns of the Vehicle caused by the Company's negligence. Examples of such negligence include: failure to change the oil on time or excessive tire wear.

7.6. The Renter shall not be responsible for the Vehicle's wear and tear resulting from ordinary use. Examples of such situations can be: brake pad wear or tire wear.

7.7. If a breakdown or damage to the Vehicle resulting from ordinary use or the Company's negligence cannot be repaired in a short period of time and therefore, it will not be possible for the Renter to continue driving, the Company shall return the unused rent for full rental days remaining until the end of the rental period. The Renter shall cover the costs of their possible return. The con-

tractor shall not be liable for consequential damages resulting from the events referred to in this section, i.e. point 7.7., in particular for the loss or non-use of booked accommodation in the destination or transitional place of stay as part of the Renter's journey, for the costs of the Renter's return from the place of breakdown or damage to any place of temporary or permanent stay, or for the costs of the Renter's accommodation resulting from the breakdown or damage to the Vehicle.

7.8. The Company shall not be responsible for the belongings of the Renter and third parties that the Renter and third parties left in the Vehicle, e.g. in case of vehicle theft or burglary.

7.9. The Company shall not be responsible for non-performance or improper performance of the Rental Agreement caused by:

a) force majeure, considered to be events which could not have been foreseen by the parties at the time of concluding the Agreement, were caused by impediments beyond their control and were impossible to overcome,

b) the actions of third parties, for which the Company is not responsible.

8. Obligations of the Renter in the event of damage, collision or road accident involving the Vehicle, including damage to third parties in connection with road traffic

8.1. In the event of any damage to the Vehicle, the Renter shall inform the Company about the situation as a matter of urgency and proceed in accordance with the conditions specified in the General Insurance Conditions and the Company's guidelines.

8.2. In the event of any damage to the Vehicle, the Renter shall immediately notify the Police about the incident and obtain an official note taken by a police officer on the site.

8.3. In the event of any damage to the Vehicle, the Renter shall secure the Vehicle in a manner that makes it impossible to increase the size of the damage.

8.4. The Renter must not make any repairs or modifications to the Vehicle without the express consent of the Company obtained prior to starting the repair or modifications.

8.5. In the event that the damage to the Vehicle does not affect driving safety and does not result in further deterioration of the technical condition of the Vehicle, the Renter may continue their journey with the express consent of the Company.

9. Return of the Vehicle

9.1. The Renter shall return the Vehicle at the time and place specified in the Rental Agreement. Exceeding the deadline shall result in a contractual penalty in the amount of 150% of the proportional hourly net rent for each commenced hour of delay. The Vehicle is to be returned with a full tank of gas. In the event of failure to meet this condition, the Company shall charge the Renter for the cost of filling up the tank as well as the contractual penalty indicated in the Terms and Conditions.

9.2. The Company and the Renter shall draw up a report on the return of the Vehicle, in which they shall confirm the condition of the Vehicle and its equipment.

9.3. If the Renter does not contact the Company within 6 hours from the established date of returning the Vehicle, the Company shall inform the law enforcement agencies about suspected theft which, in addition to the obligation to pay the aforementioned contractual penalty, may result in possible further financial and/or legal consequences.

9.4. In the event of abandoning the Vehicle by the Renter, irrespective of other claims that the Company may make in such a situation, the Company shall be entitled to bring the Vehicle to the agreed place of return at the cost and risk of the Renter.

10. Termination of the Agreement

The Company reserves the right to terminate the Agreement at any time if the Renter uses the Vehicle in a manner contrary to the Rental Agreement or the Terms and Conditions – in particular, when the Vehicle is used in a manner causing danger to road users or other people, as well as to the Vehicle itself. The Company also has the right to terminate the Agreement when the Vehicle gets involved in an accident or breaks down. In the event of such termination, each of the parties retains the claims it acquired before the termination of the Agreement. Additionally, the Company shall be entitled to bring the Vehicle to the agreed place of return at the cost and risk of the Renter or demand immediate return of the Vehicle by the Renter.

11. Final provisions

11.1. In matters not regulated in these Terms and Conditions or Rental Agreement, the provisions of the Civil Code shall apply.

11.2. For the purpose of resolving disputes that may arise in connection with the conclusion and performance of the Rental Agreement or compliance with these Terms and Conditions between the Company and the Renter who is not a consumer, only the court that has jurisdiction over the registered office of the Company shall be competent.