

§1 General provisions

1. These General Car Rental Terms and Conditions (hereinafter: GTC) define the rights and obligations of the parties to the contract, the subject of which is handing over by Different24 Sp. z o.o. ul. Śmiała 77 01-526 Warsaw KRS 0001097798, Tax Identification Number: 5252998561 for use by the Lessee.
2. Account number for deposit payments: **16 1090 1014 0000 0001 5965 0199** held with Santander Bank Polska S.A.
3. Definitions:
 - a) Lessor - Different24 Sp. z o.o. ul. Śmiała 77 01-526 Warsaw KRS 0001097798, Tax Identification Number: 5252998561,
 - b) Lessee - a natural person aged 18 or over and holding a driving licence for driving category B for a minimum of 1 year, a legal person or an organisational unit without legal personality,
 - c) User - the Lessee or any person indicated by the Lessee in the Agreement as authorised to drive a car or a person to whom the Lessee has in fact entrusted the driving of a car, being over 18 years of age and holding a driving licence of category B for a minimum of 1 year,
 - d) Vehicle - a means of transport intended for travelling on the road, together with its equipment, which is the subject of the rental agreement and which is specified in detail therein,
 - e) Working day - a day which is not a public holiday or Saturday,
 - f) Short-term rental - lasting from 1 to 30 days,
 - g) Medium-term rental - lasting from 1 month to 24 months,
 - h) Windscreen Package - limits the User's liability in respect of damage to the windscreen of the car. Selecting the package means that the 'demurrage charge' is limited to PLN 0. The package does not include: other damage to the vehicle, excluding windscreens.
 - i) Comfort package - limits the User's liability in the event of a collision or damage to the vehicle and the need for repairs. Selecting the package means that the 'demurrage charge' is limited to PLN 0. The package does not cover: damage to the upholstery, damage to the wheels, windshield damage, vehicle theft, arson, loss of keys, fuelling with the wrong fuel, driving under the influence of alcohol or drugs.
 - j) Comfort + Package - limits the User's liability in the event of a collision or damage to the vehicle and the need for repairs including windscreens. Selecting the package means that the 'demurrage charge' is limited to PLN 0. The package does not cover: damage to the upholstery, damage to the wheels, vehicle theft, arson, loss of keys, fuelling with the wrong fuel, driving under the influence of alcohol or drugs.
 - k) The definition of 'own contribution' is the same as the definition of 'deductible' and means the amount that the Lessee bears each time there is damage to the vehicle not liquidated from the Liability Insurance of the perpetrator
 - l) damage - damage resulting from loss, destruction or damaging of the vehicle.

§ 2 Subject of the Rental Agreement and the rules for using the vehicle

1. The subject of the Agreement is the rental of a vehicle specified in detail in the Rental Agreement.
2. The Lessee receives a technically efficient Vehicle, without faults, clean, with a full tank of fuel. All possible remarks concerning the technical condition, internal and external appearance, noticed damages and equipment of the Vehicle are included in the acceptance protocol.

3. The Lessor shall place their identification markings and advertisements on the rented vehicles.
4. The Vehicle is equipped with a GPS monitoring device, which the User acknowledges.
5. The handover and return of the Vehicle shall occur at the place and date specified in the rental agreement and shall be confirmed by an acceptance protocol.
6. At the end of the rental, the User is obliged to return the Vehicle in the condition not deteriorated beyond normal wear and tear, with the amount of fuel equal to that from the moment of release, together with documents and equipment specified in the acceptance protocol. The Vehicle must be in working order, clean and ready for use, with the User being obliged to give 2 hours' notice of the return date.
7. In the event that the vehicle cannot be inspected due to weather conditions / time of day, the Lessor reserves the right to conduct the inspection on the following day and undertakes to inform the User about the result.
8. The Lessor, before releasing the vehicle, may collect a deposit from the Lessee in order to secure possible claims, the amount of which is defined in the rental agreement. The deposit may be collected in the form of cash or a block of funds in the Lessee's bank account. The deposit will be returned to the Lessee within 14 days of the end of the rental agreement. **The Lessee authorises the Lessor to deduct from the deposit any amounts due under the rental agreement, including the fees and contractual penalties provided for in § 4.8.**
9. Extension of the rental period requires the consent of the Lessor. Each prolongation of the rental period must be notified by the Lessee 24 hours before the date of return of the Vehicle indicated in the rental agreement.
10. The costs of operating the vehicle during the rental period shall be borne by the User.
11. The User shall immediately inform the Lessor via e-mail: techniczny@dfr24.pl of any damage to the Vehicle.
12. The User is obliged to use the vehicle in the manner specified in the rental agreement and corresponding to the properties and purpose of the vehicle, and furthermore undertakes to:
 - a) locking the vehicle and securing documents and keys outside the vehicle,
 - b) performing at their own expense a current, basic inspection of the vehicle which includes, in particular, checking and topping up the engine oil, fuel, windscreen washer fluid, coolant, brake fluid, AdBlue fluid and checking the correct pressure in the tyres and the operation of the lights,
 - c) using the vehicle in accordance with the manufacturer's recommendations as indicated in the owner's manual,
 - d) performing periodic inspections, maintenance, registration checks,
 - e) using the correct fuel as specified on the fuel filler and in the owner's manual,
 - f) not towing other vehicles,
 - g) not providing access to the vehicle to persons not authorised by the Lessor,
 - h) not using the vehicle for racing, testing, driving lessons, taxiing, commercial passenger transport, as a prop or in any other way causing faster wear and tear, without the Lessor's consent,
 - i) not transporting animals in the vehicle;
 - j) not transporting explosives, corrosive materials or materials with a strong, strong smell,
 - k) not smoking, using tobacco products or electronic cigarettes in the vehicle;
 - l) not performing any repairs themselves or at repair shops selected without the Lessor's consent.
13. The User is obliged to pay all fines, penalties, parking fees, motorway tolls and other charges for the use of road infrastructure, as well as private and public law debts resulting from the use of the Vehicle.

14. It is forbidden to use the Vehicle on the territory of Russia, Ukraine, Belarus, Moldova, Turkey, Kosovo, Bosnia and Herzegovina, Montenegro, Macedonia, Albania, outside Europe and in countries not covered by third-party liability insurance and motor hull insurance. Departure and transit through countries outside the Schengen Area is possible only with the consent of a supervisor from Different24 Sp. z o.o.
15. Departure of the vehicle across the Polish border requires the prior consent of the Lessor. The Lessee must inform the Lessor about such an intention in documentary or written form to the email address: techniczny@dfr24.pl, at least 2 working days before the planned border crossing. The use of the vehicle outside the borders of the Republic of Poland is subject to an additional charge:
 - a) Zone 1: Germany, Czech Republic Slovakia => PLN 200
– one-off charge.
 - b) Zone 2: other Schengen countries except Lithuania => PLN 400 – one-off charge.
16. The Lessor has the right to inspect the proper use of the Vehicle and its technical condition at any time. The User is obliged to present the Vehicle at any request of the Lessor and in the event of failure to do so, they will be obliged to pay the fee indicated in the GTC.
17. The Lessor has the right to terminate the Rental Agreement immediately if the User:
 - a) violates important provisions of the Rental Agreement, the GTC or the insurance conditions,
 - b) uses the Vehicle in a manner contrary to the Rental Agreement, the GTC or the purpose of the Vehicle,
 - c) neglects the vehicle, exposing it to damage or loss,
 - d) provides the vehicle to unauthorised persons,
 - e) travels abroad without the Lessor's consent,
 - f) delays with the payment of the rent or other charges resulting from the agreement,
 - g) fails to supplement the deposit,
 - h) interferes with the odometer readings of the vehicle.
18. In the event of a delay of the Lessee in payment of any dues resulting from the rental agreement and in the return of the vehicle, the Lessor may block the ignition of the vehicle, resulting in the inability to start the engine and notify the law enforcement authorities of the crime of transfer.
19. The User authorises the Lessor, in the event of termination of this Agreement or failure to return the vehicle on time, to enter the territory and the User's premises in order to collect the vehicle, also through authorised third parties, at the User's expense.
20. Notice of termination of the rental agreement may be given in documentary or written form sent to the Lessee's address or electronically to the e-mail address indicated by the Lessee.

§3 Insurance of the vehicle, scope of responsibility, proceedings in the event of damage

1. The Lessor is not responsible towards the Lessee for damages resulting from any inability to use the vehicle in the event of circumstances beyond the control of the Lessor, for which they do not claim responsibility, among others: breakdown, damage to the vehicle, accident or theft.
2. The Lessor shall not be responsible for the movables left and transported by the User in the vehicle.
3. The vehicle has liability, motor hull and accident insurance.
4. The User declares that they have familiarised themselves with the insurance terms and conditions and are aware of their contractual obligations, in particular the deadline and scope for reporting damage. In particular, the insurance coverage does not include damage in the event of: fleeing from the place of the event, making a false statement as to

the place, time, circumstances and causes of the damage, driving the vehicle while intoxicated with drugs or psychotropic drugs and without a valid driving licence. The scope of insurance does not include theft of the vehicle in the event that the vehicle keys and/or documents are not returned to the Lessor and in the event that the vehicle has not been properly secured against theft and burglary.

5. The User, in the event of being involved in an accident or collision, is obliged to notify the Lessor, call the police to the scene of the accident, obtain statements from the participants in the accident, including the insurance policy number, secure the vehicle and provide all the information to the Lessor.
6. In the event of theft the User is obliged to inform the Lessor, call the police to the site of the event. In addition, the User is obliged to return the keys and the vehicle's documents to the Lessor immediately, no later than within 24 hours from discovering the theft.
7. The User acknowledges that failure to fulfil the obligations mentioned in § 3.5 and 3.6 may result in the inability to report the theft and the refusal of the insurer to pay compensation, which leads to the liability indicated in § 4.4.

§ 4 Fees and contractual penalties and liability of the User

1. In the event of non-performance or improper performance of the rental agreement, the method of settlement shall be in accordance with the fees and contractual penalties specified in § 4.8. If the damage suffered by the Lessor exceeds the amount of the fees indicated in § 4.8 or is not specified therein, the Lessor shall be entitled to claim compensation in excess of the fees on general terms.
2. In the event a mileage limit is indicated in the rental agreement, the fee for exceeding the limit will be collected after the vehicle is returned. The fee will be the product of the number of kilometres exceeding the granted limit and the rate per each kilometre over the limit specified in the rental agreement.
3. The responsibility of the Lessee and the person indicated by the Lessee in the Agreement as authorised to drive the car or the person to whom the Lessee actually entrusted driving the car in the event of non-performance or improper performance of the rental agreement is joint and several.
4. The User bears full responsibility for damage to the vehicle which is not covered by insurance or which is not fully covered by the insurer, or which the insurer has refused to cover.
5. The User shall bear the costs related to documented damage, excessive wear and tear or mileage exceeding the mileage limit stipulated in the Agreement.
6. The User is fully responsible for damage to the tyres in the Vehicle.
7. The User shall be responsible for any identified deficiencies in the vehicle and its equipment when handing over the vehicle.
8. In the event of medium-term rentals (MTR), the Customer may return the vehicle before the date indicated in the rental agreement. The rental may be settled in one of two options:
 - a) no return of the subscription for the remaining rental period,
 - b) settlement of the rental according to the rates valid in the price list of STR, i.e. short-term rental up to 30 days,
9. Fees and contractual penalties charged to the User:
 - a) washing and cleaning of the vehicle if the vehicle is returned dirty outside or inside – fee of PLN 150.00,
 - b) lack or damage to the car, equipment and other elements – according to the cost estimate presented by the Lessor + fee of PLN 246,
 - c) loss or destruction of a vehicle registration card, a registration plate, a manual – costs of issuing + PLN 123.00 fee,
 - d) demurrage of a vehicle caused by replacement of missing or damaged elements and documents of a

- vehicle – a daily rate of a given vehicle class for each day of the demurrage,
- e) delay in returning the vehicle - non-contractual use of the vehicle – three times the daily rate of a given vehicle class for each day of delay in returning the vehicle,
- f) above-standard dirt (e.g. as a result of transporting animals, using the vehicle on a construction site, etc.) resulting in the need to wash the upholstery – PLN 615 fee per item,
- g) transporting explosive, corrosive materials, with a strong, intensive smell – contractual penalty of PLN 6150.00,
- h) refuelling of missing fuel – cost of fuel + PLN 61.50 fee,
- i) refuelling with fuel that does not comply with the rules of vehicle operation specified in the vehicle manual – vehicle repair cost + PLN 500.00 fee,
- j) smoking tobacco products and electronic cigarettes – contractual penalty PLN 1.000,00,
- k) using the vehicle contrary to its purpose (for racing, tests, driving lessons, taxi, commercial passenger transport, as a prop) – contractual penalty of PLN 1230.00 for each infringement,
- l) failure to deliver the vehicle at the Lessor's request – contractual penalty of PLN 1230.00,
- m) deductible in respect of damage not covered by the perpetrator's liability insurance: class: a, b, c – PLN 2000.00; class: d/suv – PLN 2500.00; class: e, p, lux – PLN 4000.00,
- n) fee for providing information on the vehicle user at the request of administrative or law enforcement authorities – PLN 307.50,
- o) departure abroad without the Lessor's consent – PLN 1500.00 contractual penalty,
- p) departure abroad to countries: Russia, Ukraine, Belarus, Moldova, Kosovo, Turkey, countries outside Europe – contractual penalty PLN 12300.00,
- q) total loss – contractual penalty PLN 12300.00,
- r) failure to report a vehicle breakdown – repair cost + PLN 615 contractual penalty,
- s) failure to perform a periodical inspection of the vehicle within the period in accordance with the manufacturer's guidelines – contractual penalty PLN 1230.00,
- t) action or omission resulting in exclusion or limitation of warranty – contractual penalty PLN 6150.00,
- u) failure to perform the technical inspection for the registration certificate within the deadline specified in the registration certificate – contractual penalty PLN 1.230,00,
- v) dismantling of parts of the vehicle equipment or making other alterations or changes without the Lessor's consent, including wrapping the vehicle – according to the cost estimate + PLN 1230 contractual penalty,
- w) towing other vehicles – PLN 615 contractual penalty,
- x) loss or destruction of the key or central locking remote control – according to the cost estimate plus PLN 615 contractual penalty,
- y) use of the subject of the lease by a third party without the Lessor's consent – contractual penalty PLN 615.00,
- z) returning a dirty or incomplete seat – fee of PLN 1476.00,
- aa) sending a call for payment in connection with delay in payment of dues under the agreement – fee of PLN 123.00 for each call,
- bb) field debt collection visit made in the absence of the Lessee's reaction to the sent summonses and lack of contact with the Lessee (e-mail, telephone) – fee of PLN 2460.00,
- cc) starting the vehicle after cutting off the ignition resulting from arrears in payments – fee of PLN 2460.00,
- dd) renewal of the rental agreement after its earlier termination – fee of PLN 615.00,

- ee) costs of legal services for the Lessor related to the non-fulfilment of obligations resulting from the agreement by the Lessee – costs actually incurred + PLN 246.00 fee,
- ff) collection of the vehicle after termination of the agreement (outside the Lessor's premises) – fee of PLN 1845.00,
- gg) damage to a car rim / hubcap – actual costs incurred + PLN 307.50 fee,
- hh) fee for initiating the procedure in connection with the misappropriation of a car) – PLN 1230.

§ 5 Final provisions

1. In the event that you receive a service that does not correspond to the one you ordered, please contact our hotline 883 24 24 or send us an e-mail: infolinia@dff24.pl
2. Any amendment or termination of the agreement shall be in writing or documented form.
3. Correspondence between the Parties shall be directed to the address indicated in the rental agreement or to the address provided by the Lessee in writing as the address for correspondence and to the e-mail address of the Lessee indicated in the rental agreement.
4. The Controller of personal data is the Lessor Different24 Sp. z o.o. ul. Śmiała 77 01-526 Warsaw KRS 0001097798, Tax Identification Number: 5252998561. The rules of processing of personal data by the Lessor as well as clauses regarding the fulfilment of information obligations by the Lessor are included in the Privacy Policy.
5. The Lessee shall not have the right to withdraw from the agreement or extend the agreement on the basis of Article 27 of the Act of 30 May 2014 on consumer rights pursuant to Article 38(12) of the aforementioned Act.
6. Any disputes arising in connection with the Agreement shall be resolved by the court with jurisdiction over the registered office of the Lessor, with the exception of cases in which the Consumer is a party.