

TERMS AND CONDITIONS OF EXPRESS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SP.K (EXPRESS RENT A CAR) CONCERNING CAR RENTAL



General Provisions

- These terms and conditions set out detailed provisions of contracts for the rental of vehicles with Express spółka z ograniczoną odpowiedzialnością sp. k. with its registered office in Kraków (registered address: ul. Puzkarska 7F, 30-644 Kraków, registered under number KRS 0000434068 with the Register of Entrepreneurs within the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, Division XI (Commercial / National Court Register), phone: + 48 123 000 300, E-mail: express@express.pl) as part of the Express Vehicle Rental Agency, in any manner whatsoever. These Terms and Conditions shall apply to all vehicle rental contracts, unless otherwise provided for in any such contract. In the event of any conflict between the provisions of a rental contract and these Terms and Conditions, the provisions of the rental contract shall prevail.
- A vehicle may be rented out to and driven by a person aged 21 years or older, who has presented his/her valid identity card (or, in the case of citizens of EU member states, any other identity document issued in accordance with the laws of the Hirer's country of residence; in the case of other foreign nationals, a valid passport) and who has had a valid driving licence for at least twelve months, provided that the licence is accepted in the Republic of Poland. The requirements described in this section shall apply throughout the rental contract term. If the Hirer or any other person named as the User in the rental contract or any other person authorised by the Hirer in accordance with section 3 of these Terms and Conditions is found not to meet the said requirements, the Lessor may terminate the rental contract without notice.
- The rented vehicle may be driven only by the person named as the User in the rental contract or any other person authorised in writing by the Hirer with the Lessor's written consent, provided that any of the foregoing persons meets the requirements set out in section 2 of these Terms and Conditions at all times.
- If the Hirer revokes the authorisation to drive the rented vehicle, the Hirer shall notify the Lessor of that change immediately. If the Hirer fails to give such immediate notification, the Hirer shall Remedy the Damage suffered by the Lessor as a result of not knowing that the authorisation has been revoked.
- The Hirer shall ensure that these Terms and Conditions and the provision of the rental contract to the extent of the Hirer's obligations and the steps to be taken in the event of an accident or a breakdown involving the rented vehicle are complied with also by any person authorised by the Hirer to drive the rented vehicle (and shall Remedy the Damage caused by any such person) and shall ensure that each such driver of the rented vehicle is made aware of the duties and obligations relating to the use and operation of the vehicle.
- The rental period shall begin on the earlier of the date stated in the rental contract or on the pick-up date specified in the Vehicle Pick-Up Form, unless the parties to the contract agree otherwise.
- If, after a rental contract is made, the Lessor becomes aware that the pickup of the requested vehicle pick-up may be postponed for any reason whatsoever, the Lessor shall immediately notify the Hirer, and the parties shall agree on a new pick-up date, subject to the Hirer's rights under the generally applicable provisions of law, provided that the Hirer is a consumer.
- After a rental contract is made, the customer shall make a prepayment equal to the rental amount and additional charges for additional services for the rental period specified in the rental contract. A VAT invoice for the rental amount and all other charges under the rental contract for the entire rental period shall be issued after the rented vehicle is returned (dropped off). If the Hirer agrees to receive VAT electronic invoices or the rental amount and all other charges under the rental contract, the VAT invoice shall be sent to the Hirer's email address given at the time of booking the rental service or at the time of entering into the rental contract. Payment can only be made in a non-cash form. The Lessor informs about the available methods of the non-cash payment via a website, in branches and by telephone, and if the Lessor has not indicated otherwise any further claims for rentals or in connection with the rental service shall be paid by the Hirer in non-cash form, i.e. by transferring such amounts into the Lessor's bank account held with Millennium Bank, account number: 75 1160 2202 0000 0002 5077 4815.
- If the rental contract, the vehicle pick-up form or any other document in connection with the rental contract is signed on a portable electronic terminal device, the Lessor shall send the document signed by the Hirer in electronic form to the email address given by the Hirer. In such a case, the Hirer shall not be provided with a printed version of the document.
- Where the Hirer is not a consumer, any dispute arising from or connected with the vehicle rental service shall be resolved by a court of law with jurisdiction over the Lessor's registered office.
- If the Hirer requests any service to be provided in a location other than the Lessor's office where the rental contract was signed, charges shall apply as specified in the price list available on the www.express.pl website

Vehicle Use Rules

- The Lessor shall provide the Hirer with a vehicle free from any defects that might affect its usability. The Lessor shall not be liable for any mechanical damage to any parts of the rented vehicle to the extent that such damage is a result of the Hirer's failure to comply with their obligations. The Lessor shall not be liable for items left by the Hirer or any other person driving the vehicle in the car, including in particular documents, cash, securities, valuables and electronic equipment.
- During the rental period, the Hirer or any other person driving the vehicle shall
 - carry with them all such valid documents as may be required for road traffic inspection authorities (i.e. a valid driving licence accepted in the Republic of Poland, a registration document, a third-party liability insurance policy, a vehicle rental certificate and a medical certificate (if required));
 - keep the rented vehicle and its equipment protected from being stolen (which means locking the doors and activating all of the vehicle's anti-theft devices every time the vehicle is left; taking care to keep the keys and documents protected outside the vehicle; removing (detaching) the audio panel and not leaving it in the vehicle); as well as securing in the same way the items transported in the car owned by the Hirer or another person driving the car,
 - maintain the vehicle on a daily basis at their own expense and with their own efforts (which involves checking and topping up the engine oil, coolant and brake fluid, windshield washer fluid levels, checking the tyre pressure levels and tyre condition, checking the operation of the indicator lights, dipped headlights and full beam headlights);
 - fill the vehicle's fuel tank only with the fuel type suitable for the vehicle's engine, as specified in the registration document or in the technical documentation for the vehicle;
 - keep the rented vehicle clean, especially taking care when carrying any items that may leave dirt and/or intensive odour in the vehicle.
 - not exceed the daily kilometre limit of 1,000 if the rented vehicle is taken outside the Republic of Poland.
- The vehicle may be taken outside the Republic of Poland to a country or countries within the European Union, Switzerland, Norway and Great Britain only with the prior written consent of the Lessor. Taking the vehicle outside the Republic of Poland to a country or countries other than as specified above is acceptable only with the prior written consent of the Lessor and provided that the Lessor is contacted immediately before leaving the Republic of Poland to travel to any such country. The Hirer shall Remedy the Damage suffered by the Lessor in connection with the Hirer's failure to comply with the provisions of this section, including to the extent of the resulting costs of repairs and/or towing the rented vehicle outside the Republic of Poland. The rented vehicle is equipped with a GPS unit that allows the Lessor to check whether the vehicle has been taken outside the Republic of Poland. If the rented vehicle is taken outside the Republic of Poland, a daily kilometre limit of 1,000 applies, whether or not the Hirer is authorised by the Lessor to take the vehicle outside the Republic of Poland.
- The Hirer may not use the rented vehicle not in accordance with the rental contract, these Terms and Conditions and/or against the properties and/or intended use of the vehicle and/or the rules of normal wear and tear. The following (without limitation) is not permitted:
 - using the rented vehicle to tow any other vehicle,
 - carrying loads in excess of the permissible carrying capacity of the vehicle,
 - smoking in the vehicle,
 - making any alterations or modifications to the rented vehicle without the Lessor's written consent,
 - carrying animals inside the vehicle.
 The Hirer shall Remedy the Damage resulting from their failure to comply with the provisions of this section. If any modifications as referred to in section 15(d) are made to the rented vehicle, the Lessor may require the Hirer to pay the costs of restoring the vehicle to its original condition and/or to pay for any loss of the value of the vehicle as a result of any alterations.
- The Lessor and/or any person authorised by the Lessor may inspect the manner of using the rented vehicle as well as the condition of the vehicle and the Hirer's documents connected with the above circumstances, and the Hirer shall allow each such person to carry out each such inspection and shall provide such documents.
- If, together the rented vehicle, the Lessor provides the Hirer with any accessories and/or additional equipment in the vehicle (a child seat, a roof box, a portable sat nav device etc.), the Hirer shall be solely responsible for installing such accessories and additional equipment correctly and may use the same only for the purposes for which they are intended.

Charges

- The rent is calculated on a 24h-basis (payment period). Any delay in returning the rented vehicle up to one hour shall not result in a charge for another 24-hour period.
- The rent for the rental service shall be charged in advance at the rate applicable when the rental contract is made.
- If the Hirer defaults on payment of the rent for at least two payment periods and fails to make the payment when requested by the Lessor by email or telephone (including a text message), the Lessor may terminate the rental contract without notice and may require the Hirer to pay statutory interest for each day of delay in payment. The rental contract may be terminated with a prior request for payment if the Hirer is not consumer.
- The rented vehicle is equipped with a device that allows the Lessor to remotely deactivate the vehicle's starter. When the starter is deactivated, the engine cannot be started. In the event of the Hirer's failure to meet the deadline for payment of the rent or any other charges under the rental contract and fails to make the payment when requested by the Lessor by email or telephone (including a text message), the Lessor may, if the Hirer is not a consumer, deactivate the rented vehicle's starter. After the Hirer makes payment of all overdue amounts and notifies the Lessor of the payment, the Lessor shall activate the starter within 24 hours of posting the payment. If the Hirer is not a consumer, the Lessor is entitled to charge the rent for the period during which the rented vehicle's starter was deactivated. In cases of absolute necessity, the Hirer may contact the Express Technical Information Telephone Service to ask for the starter to be re-activated.

Drop off / Replacement

- After the rental period, the Hirer shall return the rented vehicle to the same location from which the vehicle was picked up. The vehicle may be dropped off at a location other than the pick-up place after the time and place of the drop-off and the charge for such a drop-off is agreed upon with the Lessor.
- The vehicle may be dropped off at the Lessor's location outside its business hours only with the Lessor's written consent. In such a case, the Hirer must leave the rented vehicle in the car park specified by the Lessor and leave the keys, the vehicle documents and car park entry ticket (if any) in the "drop-off box". Within two days of such drop-off, the Hirer shall, when requested by the Lessor, sign a drop-off form at the Lessor's location. If the Hirer other than a consumer fails to sign drop-off form as requested by the Lessor, the Lessor may issue such a drop-off form unilaterally, and the form so issued shall be binding upon the Hirer.
- The rental period may be extended only with the Lessor's consent. The Hirer must inform the Lessor of their (the Hirer's) intention to extend the rental period not later than 12 hours before the end of the rental period. If the rental period is to be extended by 24 hours, this must be agreed upon by email or fax, or at any of the Lessor's locations. The Hirer may not withdraw from an extension of the rental period under Article 27 of the Consumer Rights Act of 30 May 2014 in conjunction with Article 38.12 of the same Act. All requests for extensions of the rental period by more than 24 hours must be made at any of the Lessor's locations.
- If the rented vehicle is not returned within 24 hours of the end of the rental period, the rented vehicle shall be deemed appropriated by the Hirer (which is a criminal offence under Article 284 of the Polish Criminal Code) and the matter will be reported to the police. In addition, in such a case, the Lessor may deactivate the rented vehicle's starter.
- If the rental contract is terminated without notice, the Hirer shall immediately notify the Lessor of the location of the rented vehicle and return the vehicle to the drop-off location previously agreed upon by the Hirer and the Lessor immediately, but not later than within 12 hours.
- If the rented vehicle is not returned to the location agreed in the rental contract and in accordance with these Terms and Conditions and in the event of the Hirer's delay in returning the vehicle, the Hirer shall Remedy the Damage resulting from the same. If the rented vehicle is not returned as agreed, the Lessor may arrange for collecting the vehicle, its keys, insurance policy and vehicle documents from the Hirer and may require the Hirer to pay the full costs incurred to collect the vehicle.
- The Hirer shall return the vehicle with the same amount of fuel in the fuel tank as at the pick-up time. If this obligation is not complied with, the Hirer shall Remedy the Damage.
- The Lessor may require the Hirer to Remedy the Damage, which includes the following costs:
 - missing equipment and/or parts of the rented vehicle as described in the Vehicle Pick-up Form, plus compensation for interior and/or exterior wear and tear in excess of normal wear and tear;
 - damage caused by inappropriate use and/or operation of the vehicle and/or the Hirer's negligence (damaged mirrors, broken headlights, minor bodywork damage);
 - the costs of restoring the rented vehicle to its condition subject to normal wear and tear, including the costs of washing the vehicle and cleaning the seats;
 - compensation for loss of the value of the vehicle as a result of an accident involving the vehicle, if the accident was fully or partially the Hirer's fault, or the fault of any other person driving the vehicle or any passenger, or for loss of the value of the vehicle as a result making any alterations and/or modifications to the vehicle without the Lessor's consent.
- The Hirer shall Remedy the Damage resulting from loss of any part or equipment of the vehicle and/or of inappropriate use of the vehicle and/or failure to keep the vehicle protected and/or loss of any of the vehicle documents.
- If any of the following: the registration certificate, any of the number plates, the insurance policy, the keys or any other part or item as specified in the Price List is lost by the Hirer, the Hirer shall Remedy the Damage resulting from such loss.
- If a given event is indicated in the Price List, the Damage Redress shall consist in the payment of a Fee by the Rentee in accordance with the Price List, with the Rentee being entitled to seek supplemental damages. However, in the case of Rentees who are consumers, the Fee indicated in the Price List serves as information and constitutes an approximate amount of damage sustained by the Rentee in the event of a given event. The Rentee who is a consumer shall be liable for damage caused to the Lessor on general principles, up to the amount of actual damage, subject to the broader liability provided for by the provisions of law. Shall there occur an event indicated in the Price List and, as a result, the Rentee has suffered damage, the Rentee shall send a demand for payment to the Rentee who is a consumer along with documentation confirming the amount of damage sustained. A Rentee who is not a consumer shall only be exempt from liability by force majeure and the Rentee's sole fault.
- The Lessor shall be liable to the Hirer for its (the Lessor's) performance of the rental contract, including for defects in the rented vehicle, in accordance with the provisions of the Polish Civil Code, the rental contract and these Terms and Conditions.
- The Hirer may make his complaints also by phone or electronic mail to the Lessor's email address: reklamacja@express.pl. The Lessor shall investigate all complaints in accordance with the provisions of the Polish Civil Code Act of 23 April 1964 (Dz.U. [Journal of Laws] of 1964, No.16, item 93), particularly Article 659 et seq. and the provisions of the Consumer Rights Act of 30 May 2014 (Dz.U. (Journal of Laws) of 2014, item 827). Each complaint shall be investigated within 14 days of the date of its receipt, but where additional information is required from the Hirer, then within 14 days of the date of the provision of such information by the Hirer.

Maintenance, Servicing and Repairs

- The Hirer acknowledges that the rented vehicle may have to be made available to the Lessor for periodic servicing at such odometer readings as stated in the Vehicle Servicing Log Book and/or in the Vehicle Pick-up Form (+/- 500 km) or as indicated by the vehicle's OBD system, at such time and place as agreed upon with the Lessor (in case of doubt, contact the Express Information Telephone Service (+48) 12 3000 333). If the rented vehicle is made available for servicing with the odometer reading higher than specified or is not made available for servicing, the Hirer shall Remedy the Damage resulting from the same, including (but not limited) to the costs of servicing and the Lessor's loss of the manufacturer's warranty on the rented vehicle.
- The Hirer may not have the rented vehicle repaired, modified, altered, serviced or otherwise dealt with for any repairs and/or servicing without the Lessor's written consent. If the rented vehicle is/gets broken down and/or is involved in a road accident and/or damaged during the rental period, the Hirer shall notify the Lessor of the same (by calling (+48) 12 3000 333) and shall follow the Lessor's instructions. Without the Lessor's consent, the vehicle may not be driven until the breakdown is eliminated. The Hirer may repair the rented vehicle himself/herself only with the prior consent of the Lessor (given in writing to be valid or by email) regarding the place and scope of the repair. In such a case, the Hirer shall provide the receipts/bills/invoices for the repairs done, return all the parts that have been replaced (if any) and submit a statement describing the circumstances of the breakdown.
- The Lessor shall investigate the matter and, if it finds the repair to have been necessary and that the Hirer is not liable for the breakdown, shall reimburse the Hirer for the costs documented by such receipts/bills/invoices

Vehicle Damage, Accident and Theft Procedure

38. If the rented vehicle is damaged, involved in an accident, stolen, damaged as a result of a break-in or any other offence, if the vehicle keys are lost, the Hirer shall notify the same to the Lessor immediately by calling ((+48) 12 3000 333) and follow the instructions received, including (but not limited to) the obligation to report the matter to the Insurer named in the insurance policy and to call the police immediately. Notifying the Lessor of the fact that the rented vehicle has been stolen or that the vehicle keys have been lost will enable the Lessor to locate the vehicle and deactivate its starter remotely.
39. If the Lessor is not notified of any of the circumstances described in the preceding section, the Hirer shall Remedy the Damage resulting from failure to give such notification.

Lessor's Obligations

40. Unless the rental contract provides otherwise, the Lessor shall not be liable for any damage suffered by the Hirer as a result of the rented vehicle breaking down, being damaged and/or being involved in an accident, unless the damage is a result of the Lessor's inappropriate performance of its obligations.
41. If the rented vehicle is immobilised for longer than 24 hours, the Lessor shall provide a replacement vehicle to the Hirer, provided that the Lessor has a vehicle that may be provided to the Hirer. The time period as specified by the Lessor for providing a replacement vehicle shall begin upon the later of when the Lessor is notified by the Hirer (or the driver of the rented vehicle) of the occurrence of circumstances that immobilised the vehicle or when the Lessor finds that the rented vehicle will be immobilised for more than 24 hours. The time periods specified in the preceding section shall not include weekends, i.e. the period from 8 p.m. on Friday to 7 a.m. on Monday and bank holidays (from 8 p.m. on the day preceding the bank holiday to 7 a.m. on the day following the bank holiday), subject to the aforementioned normal weekend period. No rent shall be charged from the Hirer for the period of waiting for a replacement vehicle. If the replacement vehicle is of a class or segment lower than the rented vehicle, the rent amount shall be reduced accordingly, subject to the Hirer's rights under the generally applicable provisions of law, provided that the Hirer is a consumer.
42. No replacement vehicle shall be provided if the rented vehicle is immobilised outside the Republic of Poland. In addition, if the Hirer is a consumer, no replacement vehicle shall be provided to the Hirer if at least one of the following occurs: the registration certificate is lost; the insurance policy is lost; the car keys are lost; or the number plate is lost.

Insurance for Vehicles

43. The rented vehicle is covered by third-party liability insurance (TPL), CDW (PLN 2,500) and TW (PLN 2,500). Class E and F vehicles come with (TPL), CDW (PLN 10,000) and TW (PLN 10,000). To the extent covered by the insurance, the Hirer may request for a claim to be made against the policy with respect to losses and/or damages for which the Hirer is liable. However, the following shall not be accepted as part of any such claim:
 - a. intentional damage to the vehicle,
 - b. damage to the vehicle while driving the vehicle under the influence of alcohol or drunk, under the influence of narcotics or psychotropic substances and/or without a valid driving licence accepted in the Republic of Poland;
 - c. damage to the vehicle if the speed limit is exceeded by at least 30 km/h and/or in the event of any other gross breach of the applicable road traffic rules and regulations (in which case an excess applies or the insurer may waive all of its liability for the damage);
 - d. if the driver fled the scene of an accident in which the rented vehicle was involved;
 - e. damage caused while the vehicle was being driven by a person not authorised to drive the vehicle under the rental contract or these Terms and Conditions;
 - f. theft of the vehicle, if the Hirer cannot provide the vehicle keys and/or the registration certificate;
 - g. theft of the vehicle, if any of the vehicle's anti-theft devices was not activated;
 - h. theft of the vehicle, any of its equipment or damage to the vehicle or its equipment, if the same is a result of a theft attempt, where this happened outside the European Union;
 - i. a break-in resulting in the vehicle's radio/audio set and detachable panel being stolen;
 - j. other special circumstances as specified in the general terms and conditions of the insurance contract or insurance policy.The Hirer must be familiar with the provisions of the insurance policy and with the general terms and conditions of the insurance for the vehicle, and shall comply with such provisions, and where the Hirer makes the vehicle available to any other person, shall instruct each such person about the obligations contained in the above documents. In the event of failure to do so, the Hirer shall Remedy the Damage resulting from such failure. A copy of the valid general terms and conditions of the insurance for the vehicle is available at <https://www.express.pl/regulaminy>. In addition, if requested by the Hirer, a copy of the applicable general terms and conditions of the insurance for the vehicle may be provided to the Hirer before a rental contract is made with the Hirer. After a rental contract is made, the Hirer may be provided with a copy of such general terms and conditions at any of the Lessor's locations.

44. The obligation to remedy the damage as referred to in the preceding section shall not apply to damage not covered by the insurance policy and damage not reported by the Hirer to the insurer as a part of an acceptable claim for compensation.
45. The rented vehicle may be covered by international third-party liability insurance (known as the Green Card). Such insurance may be provided when the Lessor is informed that the Hirer intends to take the rented vehicle outside the Republic of Poland, provided that such information is given at least 24 hours before doing so.
46. The rented vehicle is fitted with anti-theft devices required by the insurer. To ensure the protection of its property against theft, the Lessor's rented vehicles are normally fitted with GPS location devices.
47. If a claim is made by the Hirer to the insurer and if the Hirer is responsible for the loss or damage reported as part of the claim, the Hirer shall be required to Remedy the Damage. (Letter T of the Price List) to compensate the Lessor for the costs connected with repairing the rented vehicle and for the loss of the market value of the vehicle. The Hirer's obligation to Remedy the Damage shall also apply if the Lessor decides, based on the insignificant value of the loss or damage, that the Hirer need not make a claim to the insurer and that the Lessor will pay for repairing the vehicle out of its own pocket.
48. The Rentee may enter into a group insurance contract between Fortegra Europe Insurance Company Limited and the Renter. The subject of the aforementioned group insurance contract is coverage by Fortegra Europe Insurance Company Limited for the liability described in the preceding paragraph, representing the Rentee's deductible for damage (removal of deductible for damage). The premium for the concluded insurance contract in the amount according to letter "U" of the Price List shall be paid by the Rentee to the Renter. Coverage under the group insurance contract shall be for the entire term of the rental. If the rental is extended beyond the period indicated in the body of the contract, the insurance period shall also be extended. The premium is calculated for each started day of vehicle rental. The collected premium is transferred by the Renter to the insurer, Fortegra Europe Insurance Company Limited. The sum insured is PLN 10 000 for classes E and F and PLN 2 500 for other classes. The Rentee authorizes the Renter to collect compensation from the insurer. Payment of compensation by the insurer to the Renter shall relieve the Rentee from the obligation to Repair the Damage (item "T" of the Price List). The Renter clarifies that entering into a group insurance contract does not relieve the Rentee from liability for damages arising in the cases specified in clauses 43(a - j) of the Regulations.

Contracts Made Online

49. A rental contract may be made by completing and accepting an online form, subject to sections 49, 50 and 52 of these Terms and Conditions, based on (a) a Customer's offer made through the online form available on the Lessor's website (www.express.pl) and (b) the Lessor's statement accepting the Customer's offer so made.
50. When an offer is made by a Customer as described above, the Lessor shall send the Customer a statement of acceptance of the offer or a statement of refusal to acceptance of the offer, in either case within 2 hours of its receipt of the Customer's offer, to the email address given by the Customer. After receiving the Lessor's statement of acceptance of the offer, the Customer shall be required to pay all the costs of the rental service (the rent and all other charges as agreed (if any)) or make an advance payment of the costs of the rental service in the amount specified in the offer (Booking Fee). If the period between the time of booking a vehicle and the pick-up time specified by the Customer is shorter than 72 hours, the full cost of the rental service must be paid. The Customer may make payment using any of the methods of payment available on the vehicle booking website.
51. If payment of the costs of the rental service is made other than through the e-Card transaction processing platform, then by completing the online form, the Customer shall be deemed to have made an initial rental offer, and by making payment of the costs of the rental service into the Lessor's bank account given on the Lessor's website, the Customer shall be deemed to have made his final offer. In such a case, the Lessor shall, immediately after receiving a confirmation that the payment has been credited to its bank account, send the Customer a statement of acceptance of the offer or a statement of refusal to acceptance of the Customer's offer within the meaning of section 48 of these Terms and Conditions, to the email address or fax number given by the Customer.

52. If the Lessor cannot provide a vehicle of the class or category requested by the Customer in his online form, the Lessor shall provide the Customer with a vehicle of a higher class or category at the same rate as that for the requested vehicle. The Customer may rescind his rental contract with the Lessor if the Customer does not accept a vehicle of a higher class or category. If the Lessor cannot provide the Customer with a vehicle of a higher class or category, the Lessor may, before the agreed pick-up date, rescind the rental contract, in which case the Lessor shall pay the Customer an amount equal to the Booking Fee. In such a case, the Lessor shall refund to the Customer the full amount of the Booking Fee or the rent amount paid by the Customer as a result of booking a vehicle.
53. The Lessor will only accept the Customer's offer if
 - a. the Customer accepts the Lessor's terms and conditions of vehicle rental by providing the Customer's details as required in the online form available on the Lessor's website, accepts these Terms and Conditions and if a message is displayed on the Customer's computer screen confirming that the booking has been successfully accepted;
 - b. the Customer meets the requirements described in sections 2 and 54 of these Terms and Conditions;
 - c. the Customer makes his booking at least 7 hours before the planned pick-up date specified in the online form;
 - d. the Customer makes payment to the Lessor of the full cost of the rental service or of a Booking Fee.
54. The Customer may choose not to receive the booked vehicle, in which case the Customer shall notify the Lessor of his rescission of the rental contract. If the period between such notification and the agreed pick-up date/time is shorter than 12 hours, the Customer shall pay an amount equal to the Booking Fee as compensation. In such a case, the Lessor shall refund to the Customer all the amounts paid by the Customer with respect to the rental service in excess of the Booking Fee (within 7 business days or, if the Customer is a consumer, immediately). If the period between such notification and the agreed pick-up date/time is at least 12 hours, the Lessor shall refund to the Customer the full amount paid by the Customer with respect to the rental service or the Booking Fee paid by the Customer.
55. The rented vehicle may only be picked up by the Customer personally. At the time of picking up the rented vehicle, the Customer must have the following with him/her:
 - a. his/her valid ID card or, if the Customer is a foreign national, his/her valid passport;
 - b. his/her valid driving licence accepted in the Republic of Poland;
 - c. a payment card to make payment for the rental service;
 - d. if any person is named in the online booking form as a person authorised to drive the rented vehicle, then the originals of the above documents ((a) and (b)) of each such person must be presented.
56. If the Customer or any person named by the Customer in the Personal Details section of the online booking form is found not to meet the requirements described in sections 2 and/or 54 of these Terms and Conditions, the Lessor may rescind the rental contract with the Customer without notice. In such a case, the Booking Fee paid by the Customer shall not be refunded. The Lessor shall immediately refund to the Customer all the amounts paid by the Customer with respect to the rental service, but only in excess of the Booking Fee.
57. If the Customer fails to pick the rented vehicle within 12 hours of the agreed pick-up time, the rental contract shall be deemed terminated. In such a case, the Lessor shall immediately refund to the Customer all the amounts paid by the Customer with respect to the rental service, but only in excess of the Booking Fee.
58. The Hirer may not rescind his rental contract under Article 27 of the Consumer Rights Act of 30 May 2014 in conjunction with Article 38.12 of the same Act.
59. At the time of picking up the rented vehicle, the Hirer must pay a deposit as security for the payment of the amounts to be paid to the Lessor under the rental contract. The deposit may be paid in non-cash or by preauthorisation of the payment transaction if the payment is made by payment card.
60. In the event that the client chooses the Online check-in option, they will receive a booking code after the check-in (in the form of electronic correspondence (email) and a text message). The client is obliged to provide the Lessor's representative with the booking code during the pick-up of the vehicle. The vehicle will only be handed over to the person with the booking code. The Lessor's representative does not have the Hirer's data and does not verify the identity of the person collecting the vehicle. The vehicle will not be handed over to a Hirer who does not have the booking code. The Hirer is not authorised to hand over the booking code to a third party and is obliged to immediately inform the Lessor of obtaining or suspecting that a third party has obtained the verification code.

Personal Data Processing Rules

61. The (data) controller in respect of the Hirer's personal data and of the personal data of any other person authorised to drive the rented vehicle is Express spółka z ograniczoną odpowiedzialnością spółka komandytowa, with its registered office in Cracow (Puszkarska 7F, Kraków), entered under number KRS 0000434068 in the Register of Entrepreneurs within the National Court Register, NIP (Tax Reg. No.) 6770046633, REGON (Industry ID Code): 8156612 ("Lessor").
62. GDPR stands for General Data Protection Regulation, i.e. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC. GDPR contains the rules for the processing of personal data, including the Hirer's personal data, and the Lessor is required to comply with the provisions of GDPR.
63. The Lessor has appointed a data protection officer, who can be contacted by phone (+48 33 4861 986 or by email (iod@holding1.pl)).
64. Personal data of Lessees and persons authorized to drive the vehicle:
 - a) name and surname, company name, address of residence, telephone number, PESEL number, NIP number, ID card number, passport number, driving license number, driving license issuing country - shall be processed on the basis of the need to perform the contract which the Lessee is a party to and for taking action before concluding the contract (Article 6(1)(b) of the GDPR) in order to provide electronic services and provide vehicle rental services, wherein providing data is voluntary, but it necessary for the conclusion and performance of the above contracts with the Lessor, and the data shall be processed for the period necessary for the performance of the Lessor's obligations under the agreements concluded with the Lessee, and after this period until the claims under said agreements expire,
 - b) the first name and surname, phone number, name and surname, telephone number, e-mail address, address of residence and, established on the basis of the PESEL number, date of birth and sex, history of visits to www.express.pl, history of transactions - shall be processed on the basis of the consent of the Lessee or a person authorised to drive the vehicle (Article 6.1.a of the GDPR) for marketing purposes consisting in sending to the e-mail address and telephone number of the Lessee or a person authorised to drive the vehicle advertisements and information about offers and promotions of goods and services of the Lessor, direct telephone contact for the presentation of offers, advertisements and promotions and data profiling for the presentation of an individualised offer, advertisement and promotion, wherein the provision of data is voluntary and is not necessary for the conclusion and performance of the lease agreement with the Lessee, and the data shall be processed for this purpose until the withdrawal of consent,
 - c) the Lessee's PESEL number, and in the case of Lessees conducting business activity, NIP number - shall be processed on the basis of the Lessee's consent (Article 6(1)(a) of the GDPR) in order to verify the Lessee's payment credibility through the National Debt Register kept by Biuro Informacji Gospodarczej S.A., wherein providing data is voluntary, but necessary for the conclusion and performance of the rental contract with the Lessor, and the data shall be processed for this purpose up to 12 months after acquiring consent.
 - d) the name and e-mail address of the Lessee shall be processed on the basis of the Lessor's legitimate interest (Article 6(1)(f) of the GDPR) in order to improve the quality of services offered by the Lessor.
65. The Lessor may process the personal data of the Lessee or the person authorized to drive the vehicle in order to pursue its legitimate interests (Article 6(1)(f) of the GDPR) consisting in:
 - a) claiming the payment of receivables on account of the concluded lease agreement (in particular, it concerns the name, surname, address of residence, bank account number of the Lessee, details concerning settlements and payments of the lease agreement), and in such a case the processing shall be carried out until the claims under the contract expire or are earlier satisfied;
 - b) securing the property entrusted by the Lessor, particularly in order to locate the rented vehicle in case of its loss, misappropriation or theft and to verify the proper performance of the agreement by the Lessee - including the verification of compliance with the prohibition of leaving the territory of the countries indicated in the agreement and the terms and conditions - (in particular, ID data, location data of the rented vehicle, travel route), and in such case the processing shall be carried out for a period of 6 years of the Lessee's returning the rented vehicle; wherein providing this data is necessary for the conclusion and performance of the agreement,
 - c) testing the quality of services offered by the Lessor after the end of the rental, in particular, making telephone or e-mail contact in order to complete rental satisfaction surveys and/or send invitations to submit reviews on Internet portals. A detailed description of the processing can be found in the Terms of Reviews (located in the Regulations and documents tab on the website www.express.pl/en/regulations). If the Lessee issues a review, the data shall be stored for up to 3 years from the date of publication of the review, and in the absence of a review, up to 3 months.
66. The Hirer (and any person authorised to drive the rented vehicle) has the right to access his/her personal data, to require its rectification, erasure or to have the processing of such data restricted, as well as the right to object to its processing, the right to require its processing to be discontinued and the right of portability in respect of such data. The Hirer or such other person may exercise such rights by contacting the Lessor's data protection officer (item 62).

67. The Hirer (and any person authorised to drive the rented vehicle) has the right to lodge a complaint to a supervisory authority, the President of the Office of Personal Data Protection.
68. If the processing of the Hirer's or such other person's data is based on the Hirer's or that person's consent, the Hirer's and/or that person may withdraw that consent at any time. This will not affect the lawfulness of the processing based on your consent before its withdrawal. To withdraw the consent, the Hirer or that person should contact the Lessor's data protection officer (item 62).
69. The data of the Lessee and the person authorized to drive the vehicle may be made available to the Lessor's subcontractors in the field of marketing activities, including Internet portals specializing in building trust between companies and consumers, Biuro Informacji Gospodarczej S.A., vehicle insurers and entities participating in providing the vehicle rental service, in particular the Lessor with assistance, debt collection, accounting, IT and mechanical repairs as well as body and paint repairs.
70. The Hirer's data and/or the data of any person authorised to drive the rented vehicle may be made available to any institution or authority with the power to impose and enforce the payment of public road tolls pursuant to the Public Roads Act of 21 March 1985 (Dz.U. (Journal of Laws) No. 14, item 60) and fines pursuant to the Petty Offences Code Act of 20 May 1971 (Dz.U. (Journal of Laws) No. 12, item 114) and Regulation of the Council of Ministers of 24 November 2004 on the rates of fines imposed for certain petty offences (Dz.U. (Journal of Laws) No. 208, item 2023). If any of the above or similar fines or amounts is imposed on and paid by the Lessor, I agree to compensate the Lessor for each such amount.

Appendix 1 to the TERMS AND CONDITIONS: Price List

EVENT	CHARGE
A. Loss of the registration certificate, insurance policy, number plate or registration sticker on the windscreen policy, a vehicle registration number plate or the windscreen registration sticker	500,00 PLN
B. Losing a key or a faulty key	1000,00 PLN
C. Losing a key or a faulty key (keyless system)	2500,00 PLN
D. Loss of or damage to a car alarm remote control	400,00 PLN
E. Loss of a non-original hubcap	60,00 PLN
F. Loss of an original hubcap	150,00 PLN
G. Loss of a detachable radio/audio panel	300,00 PLN
H. Loss of any technical document for the vehicle (Service Log Book, Warranty Book, User's Manual) Book, User Manual)	350,00 PLN
I. Removal of any part of the vehicle or any other alteration or modification to the vehicle without the Lessor's consent	200,00 PLN
J. Loss of any equipment of the vehicle not specified in this Price List changes without the consent of the Lessor	Charge according to the cost estimate
K. Loss of the warranty on the vehicle where the Hirer (or the driver of the vehicle) is responsible for the loss	2500,00 PLN
L. Smoking in the vehicle	350,00 PLN
M. Carrying animals in the vehicle	300,00 PLN
N. Using the rented vehicle to tow any other vehicle	250,00 PLN
O. Allowing the vehicle to be driven by a person not authorised to drive it	250,00 PLN
P. Taking the vehicle outside the Republic of Poland without permission authorised to drive the vehicle	500,00 PLN za zdarzenie oraz opłata za przekroczenie limitu dziennego przebiegu.
R. Delay in returning the vehicle	three times the daily rate for each day of such delay
S. Costs of bodywork/paintwork repairs, replaced parts and equipment	Charge according to the cost estimate
S.1 Cost of upholstery washing - seat	60,00 PLN
S.2 Cost of upholstery washing - backseat	100,00 PLN
T. Damage caused during the rental period and not covered by the third-party insurance policy of the person responsible for the damage parts and internal	2500,00 PLN
T.1. Damage caused during the rental period and not covered by the at-fault driver's TPL policy, for E and F class vehicles	10000,00 PLN
T.2. Failure to inform the Lessor about the damage settled against the insurance policy of the rented vehicle within 3 days from providing the insurance policy details	2000,00 PLN
U. Excess Waiver (an insurance premium, item U) (SCDW)	0-4 dni: 60,00 PLN; 5-10 dni: 45,00 PLN; 11-365 dni: 30,00 PLN; - per rental day
U.1. Excess Waiver (an insurance premium, item U) (SCDW) , for E and F class vehicles	0-365 dni: 75,00 PLN; - per rental day
W. Topping up the fuel tank	Average rate as of the settlement date according to the State Chamber of Liquid Fuels
Y. Removing the engine starter lock, if used in accordance with the rental contract and/or the T&Cs. This charge will not apply if the Hirer is a consumer.	300,00 PLN
Z. Exceeding the daily kilometre limit	1,50 for each kilometre in excess of the limit

On behalf of Express spółka z ograniczoną I confirm that I have read the Terms and Condition and have collected a copy of the Terms and Conditions
sp. k. (Express Rent a Car) Chairman of the Board Lessee's Signature

Hubert Wójcik