

# TERMS OF BOOKING AT IVOPOL – Rentacar Direct

v1.

Please read this document before making your final booking. It presents important information about your booking and rental, including information on things that you must have with you when collecting the vehicle, and a description of the scope of your liability.

The rental agreement will be presented to you directly before picking up the vehicle. You can also read it on our website. Please read the contents carefully before picking up the vehicle. We recommend that you pay special attention to the sections on "Accidents, thefts and damage" and "Limitations of liability".

We value the satisfaction of our customers with our vehicles and we want to be sure that they have all the necessary information. Devoting a few minutes now will save you time in the future and dispel any doubts.

## 1. **Reservation:**

The reservation process allows you to reserve a vehicle and additional options for pick-up on a fixed day, at a fixed time, at the agreed location and for a specified rental period. You should meet our rental requirements, accept and sign a Rental Agreement. The agreement is concluded by the Lessee and the entity Renting the vehicle immediately before picking up the vehicle, provided that the Lessee meets all the rental requirements. The vehicle rental company is a member of the IVOPOL group - Rentacar Direct.

The reservation is not a rental agreement. By making a reservation, you agree to receive a copy of these Terms of Booking, General Conditions and Lease rental agreement by email at the e-mail address provided by you.

## 2. **Reservations 'Payment now' and 'Payment in person'**

By using the "Payment now" option, you pay for the rental period and any additional options at the time of booking. The reservation fee is a prepayment made against the rental period and possible additional options. However, not all additional options can be paid for in advance – depending on the terms of the option, (including for a child seat, GPS, etc. which are subject to the terms of the option as available at the time of renting the car). Each reserved additional option that cannot be prepaid will have the "Payment in person" annotation and the option conditions "Payment in person" will apply to it. Cancelling the reservation means that you must pay the full fee. This fee also applies if you need to cancel your reservation because you do not meet the rental requirements. The fee is also charged when you do not cancel your reservation and do not appear to pick up the vehicle. Detailed information can be found in the "Cancellation" section.

The reservation agreement will be established between you and IVOPOL Sp. z.o.o., when you agree to the terms of the booking and allow us to charge your payment card with the amount in the "Payment now" formula and to block the value of the cancellation fee or the fee for not cancelling, if applicable. This happens at the moment that you press the "Payment now" button when making a booking online or by phone. In this case, you provide us with your payer details and agree to the "Payment now" option.

When booking "Payment in person" you order a vehicle but pay for it at the agreed place where you pick it up. Prices in the "Payment in person" option may be higher than those in the "Payment now" option.

## 3. **Change of reservation:**

You can change your booking (regardless of whether it is a "Payment now" or "Payment in person" booking) any time before the scheduled pick-up date. You should call the booking office or make appropriate modifications via the Internet (if this option is available). Changing the booking is also possible on the day of pick-up, but you must contact the booking office for this.

In the case of a change in the "payment now" option, a change is possible for an additional fee of 20% of the value of the reservation made (the value of the reservation only for renting without additional options).

We will send a revised booking confirmation containing the updated data and a new payment amount to the email address provided by you.

The ability to respond positively to requests for changes depends on the availability of vehicles and may result in a change in prices, as the new booking will refer to rates offered on the new date of booking. In the case of "Payment now", if the amount at the end of the booking is:

- more than the amount paid in advance, you must pay the difference;
- less than the amount paid in advance, we do not apply any refunds. Nevertheless, if you decide to purchase additional options when picking up the vehicle, we will count the difference as payment for them.

We do not charge for changes in reservations in the option "payment in person".

If the original booking was for a premium vehicle, and the change applies to a location that does not offer such vehicles, we may not be able to provide the vehicle of the selected make and model.

## 4. **Cancelling the reservation:**

Reservations can be cancelled, or appropriate modifications can be made, at any time before the day of picking up the vehicle. All you need to do is call the booking office or make changes via the internet (if this option is available). Depending on the cancellation date, we may charge a cancellation fee or no fee. We calculate this based on the type of booking, the date the cancellation notification is sent and the location where the vehicle was to be rented. Below we present the fees that are charged depending on the type of booking and time of cancellation:

Cancellation time:	Reservation type:	Reservation type:
	"Payment now"	"Payment in person"
On the day of booking	No cancellation fee	No fee
Up to 7 full days before the pick-up time	40% of the booking value	No fee
Between 7 and 3 full days before the pick-up time	50% of the booking value	No fee
Between 3 days and 24 hours before the pick-up time	75% of the booking value	No fee
Less than 24 hours before pick-up	No refunds are due, we retain 100% of the booking value	No fee

## 5. **Price:**

The rental price of the vehicle is calculated on the basis of the number of booked rental days, the start and end times of the rental, the location of

the rental and the length of the rental, and the type of vehicle ordered. Rentacar Direct car hire takes place in a 24-hour cycle. Prices of additional options, such as child seats, additional drivers, products reducing your own share of liability, charges for vehicle placing, GPS devices, are calculated on the basis of days booked and times of rental and rental location where the vehicle will be picked up.

Rental of vehicles from some locations - usually airports, railway stations and offices in city centres - is associated with the obligation to pay a location subsidy, because we incur higher costs of doing business in these places. This fee will be included in the price offered. However, it may be included as a separate item on the agreement or invoice.

#### **6. Requirements for renting a vehicle:**

**Reservation number**

You must have your reservation number or e-mail with your confirmation. This will make it easier for us to find your data and handle the matter as quickly as possible.

**Driving license**

We have the right to refuse permission to drive a vehicle for a driver who:

- does not have a driving license to drive the vehicle in the country of rental during the entire rental period,
- does not have an international driving license or its official translation (if applicable),
- does not have a driving license for a long enough period (according to the criteria of the rental company),
- has been convicted of a traffic offense or does not meet our security or credit control requirements.

For more information, please refer to the Standard Rental Terms of our rental company - requirements for driving licenses and identity cards - or contact the booking office.

If the driving license does not indicate that the person has driven vehicles for the minimum period required, that person must provide evidence - for example, an older driving license or a letter written by the driving license office - stating that he was authorized to drive motor vehicles for the required period.

Drivers should make sure that their personal mailing address is entered in the rental agreement.

#### **7. Payment methods:**

We accept the majority of generally available credit and payment cards.

You must have the payment card with which you have made the reservation, as it allows us to check your identity and make sure that the vehicle will be issued to the person who actually made the booking. In the case of some very expensive premium cars, we require two payment cards issued for the person making the booking, who must also be the main driver. Please read the confirmation e-mail or call the reservation office.

The name on the credit card/credit cards must be the same as on the driving license of the main driver.

If you do not have the payment card with which you made the reservation, we will be entitled to cancel the reservation and charge your payment card for the cost of the losses incurred (in the legally permitted range). The rental agency will be able, at its own discretion, to rent another available vehicle to you, provided you meet the rental and security requirements, but the "Payment in person" prices for the day will apply as the transaction will be treated as a new rental.

#### **8. Preauthorisation / deposits / bond:**

At the time of renting the car, the office has the right to apply the so-called Pre-authorization or collection of the so-called deposit bond. You will need an appropriate payment card issued in your name and providing access to sufficient funds.

What is preauthorisation? - Preauthorization blocks a certain amount of money in your account. After the pre-authorization, you cannot use the funds for anything else until you pay the rental service, and the pre-authorization block is released by the card issuer. During the blocking of funds under pre-authorization, the amount is not deducted from your account, but the funds are "blocked" until the final payment is made.

On the day the vehicle is returned, the final payment is calculated and collected from the payment card provided. If the amount of the final payment is higher than the pre-authorization, the rental company will ask you to cover the difference. If the amount of the final payment is lower than the pre-authorization or a different payment method is used, please contact Customer Service and submit a refund request.

If you choose a different payment method, please remember that the pre-authorization on the card used to make the booking may be valid until released by the card issuer.

It is the card issuer, not the rental company, that is responsible for the release of the pre-authorization and the transfer of the funds approved for reimbursement. This can take up to 14 days.

#### **9. Restrictions on the driver's age:**

There are age restrictions, but they vary depending on the vehicle. For more information, please refer to the Rental terms section - information on driver age - or call the booking office.

If the driver has not reached the minimum age allowing them to drive the ordered vehicle from a given group, the rental company will try to propose another vehicle for which the age restriction is lower. In the event that the driver has exceeded the specified age limit, the rental company may require him to submit additional documents showing that he can drive the vehicle. Drivers who have not reached or have exceeded a certain age are required to pay an appropriate surcharge. If the driver has not reached the minimum age or has exceeded the maximum age for all vehicles, he will not be able to drive any car.

#### **10. Refusal to issue a car:**

An employee renting a vehicle has the right to refuse to issue a vehicle if you or someone else in your company behaves in an unacceptable way, e.g. it looks like he has consumed alcohol or drugs or behaves abusively or threatens the safety of the rental staff or clients.

#### **11. Availability:**

If there is a situation that there are no cars available in the reserved group, the rental company will try to find a vehicle in a higher group - without additional charges. If it is only possible to offer a car from a lower group, and you agree to its rental, the cost of the cheaper car will apply. If you have made a full prepayment, you will be entitled to a refund of the overpaid amount. In a case where you have booked a larger vehicle and it is not available, in order to facilitate your trip, the rental company will offer to rent more than one vehicle or suggest another type of transport until the rental company has obtained the vehicle from the desired group. If the booking cannot be enacted, Rentacar Direct will refund the entire prepaid amount.

#### **12. Rental control / security check:**

When making a reservation, you agree to undergo checks of your credit, identity, security and driving license. The same applies to additional drivers and people making payments for the rental. The rental office has the right to refuse to issue a vehicle in the event that you or the person making the payment fails to pass the check and it is suspected that you, or the person making the payment, the driver or one of the additional drivers, exposes the renter to increased risk.

The rental office has the right to refuse to give a driver permission to drive a vehicle if he/she does not pass any one of the checks. The rental office may, whenever there is any suspicion against the Lessee, refuse to issue a vehicle. If it turns out that the information provided to us is false

or inaccurate, this would mean a breach of the provisions of the agreement concluded with us.

**13. Additional options:**

Rentals usually have additional options ordered by customers. If it turns out to be impossible to provide one such option, the rental office (acting at its sole discretion) makes a purchase of a new additional option or asks you to buy it at a reasonable, pre-determined price (no later than 24 hours before making the purchase with the office) elsewhere and then reimburses the cost or costs of the originally ordered addition.

CONTACTING US: For receipt of a refund you are required to contact Customer Service and provide your reservation number.

**14. Commitments:**

Rentacar Direct - as a vehicle renting entity (depending on the circumstances) is not liable for losses incurred by you as a result of a breach by us / the renting entity of the booking conditions described in the above items, if these losses have not been reported for us / the renting entity to consider by you at the time of booking. We / the vehicle rental company are not responsible for any indirect losses (such as loss of profits, loss of use or loss of opportunity). The limitations or exclusions of liability described above do not apply to an extent that is legally unacceptable. Nothing in these booking terms limits your statutory rights (if any) relating to your refund.

**15. Submitting all complaints, claims and grievances:**

Please contact the reservation department where you will receive all the necessary information on how to proceed, please send an email to the address: [rezerwacje@rentacardirect.pl](mailto:rezerwacje@rentacardirect.pl)

**Thank you for using Rentacar Direct services.**