

Vehicle lending conditions

1. These terms and conditions for the lending of the vehicle constitute an integral part of the Package Travel Agreement (hereinafter referred to as the Agreement).

2. The vehicle lending agreement between the Organizer as the vehicle lender and the Participant as taking the vehicle into use is concluded for the period specified in the Agreement and covers the vehicle specified in the Agreement (hereinafter referred to as "Vehicle") 3. The Participant undertakes to drive the Vehicle in person and not to make it available to third parties.

4. The Participant confirms that he has been issued with the keys, registration certificate, and proof of insurance of the Vehicle and that he has been given instructions on how to use the Vehicle, which he fully understands, and to which he will apply when using the Vehicle. The Participant, with full awareness of the risks arising from the use of the Vehicle, undertakes to comply with the Organiser's instructions, use the Vehicle in accordance with its intended purpose and exercise particular care during the use of the loaned Vehicle, and in particular to:

a) possession of documents provided for by road traffic law

b) securing the Vehicle against theft (in particular by activating the available alarms and blockades each time),

c) refueling the Vehicle with the correct fuel at its own expense. The vehicle must be returned with full fuel, otherwise, a contractual penalty of € 50 will be deducted from the deposit paid by the Participant to cover fuel costs and handling fees.

d) checking the air pressure in the tires and the condition of the Vehicle's tires

3. The Participant declares that when using the Vehicle, he will not be drunk, under the influence of intoxicants or drugs that may impair his ability to drive a motor vehicle.

4. The participant is personally responsible for the violation of road traffic regulations.

5. In the event of accidents arising from the sole fault of the Participant or as a result of non-compliance with the instructors' instructions, the Participant waives any pecuniary and non-pecuniary claims against the Organizer, assuming only all responsibility for any events that may have occurred.

6. The Participant is responsible for any damage resulting from willful misconduct, carelessness, or recklessness and for accidental loss or damage to the Vehicle if it is used in a manner inconsistent with the contract, with its properties or intended use, or without being authorized to do so by the contract, or forced by circumstances, entrusts the Vehicle to another person, and the thing would not be lost or damaged if he had used it properly or if he had kept it.

7. The Participant declares that he has read the insurance conditions of the Vehicle and undertakes to comply with them and bears all the consequences of non-compliance.

8. The Participant bears full responsibility for damages caused by his fault to third parties in connection with driving the Vehicle.

9. The Organizer is not responsible for items transported or left in the Vehicle, as well as for losses caused by a mechanical defect of the Vehicle or its equipment and resulting from the use of the Vehicle inconsistently with its intended use, incorrect driving technique, or failure to observe safety rules in road traffic.

10. The participant is directly responsible for items such as a helmet, shoes, motorcycle outfit, and cameras mounted on the helmet, waiving any claims against the Organizer in this regard.

11. Before handing over the Vehicle, the Participant pays the Organizer a returnable deposit in the amount of 700 € for the Vehicle and undertakes to cover the costs of any damages to the Vehicle resulting from lending the Vehicle up to the amount of the deposit provided, if they do not exceed its equivalent in accordance with point 13 below, The deposit may be paid in cash on the date of delivery of the Vehicle or by bank transfer to the account indicated by the Organizer. The payment of the deposit must be recorded on the account before the Vehicle is handed over. If there are no grounds for keeping part or all of the Deposit, it will be returned to the Participant within 7 days from the date of returning the Vehicle to the bank account provided by the Participant. If it is necessary to keep part or all of the Deposit, it will be settled no later than 30 days from the date of returning the Vehicle.

12. In the event of any damage caused by the Participant in the Vehicle due to the Participant's fault, the repair cost estimate will be prepared according to the Repair Price List constituting an appendix to the Agreement. The organizer will use the services of the service that allows for the fastest repair of the damage. The Participant has the right not to agree to the fastest repair, but in this case, he is obliged to cover any losses to the Organizer and to compensate any losses to third parties with whom the Organizer has concluded agreements regarding the Vehicle.

13. The Participant is obliged to return the Vehicle at the place and time specified in the Agreement, in technical condition as at the time of delivery to the Participant, taking into account normal wear and tear, clean and fully fueled, with additional equipment provided.

14. In the event of returning a dirty Vehicle, a contractual penalty of 50 € will be deducted from the deposit paid. The same applies to the handover of equipment unless the value of the missing or damaged parts exceeds the value of € 50, in which case the compensation will be deducted in full from the deposit.

15. If the Participant does not return the Vehicle within 12 hours after the date specified in the Agreement and fails to contact the Organizer, the Organizer will inform the law enforcement authorities about the theft of the Vehicle.

16. The Participant is not entitled to a refund for the unused time of renting the Vehicle. The refund is also not made for a higher fuel level than when the Vehicle is handed over to the Participant.

17. If it is not possible to draw up a handover report at the time of returning the Vehicle, in particular when the Vehicle is dirty or is being returned in an unlit place, the Organizer will prepare an Acceptance Report as soon as possible (for example after washing the Vehicle). Then it is assumed that the condition of the Vehicle is as described by the Organizer on the date of incorrect return of the Vehicle.

18. The participant is liable to the full value for damages caused by:

a) while the Participant was under the influence of alcohol or drugs,

b) while driving at excessively exceeding the permitted speed,

c) caused during a gross violation of traffic regulations,

d) as a result of culpable or gross negligence, loss of keys or documents of the Vehicle.

19. The Participant is fully liable in the event of culpable action (including gross negligence) if the Vehicle is returned with damage caused during the loan. The Organizer will charge the Participant with the costs of the Vehicle downtime (the daily rate multiplied by the number of days needed to repair the Vehicle or the value of compensation for losses of third parties in the scope of concluded contracts).

20. In each case of a road collision or a road accident, the Participant is obliged to immediately notify the Organizer, call the Police to the scene and obtain the details of the perpetrator and his third party liability insurance policy. In order to release the Participant from responsibility for the event, the Police must confirm the guilt of the perpetrator.