

ZAYONTRAVEL

TERMS AND CONDITIONS OF SHORT-TERM VEHICLE RENTAL

Effective from 6 August 2026

HALLAL limited liability company (sp. z o.o.)

7 Grodzka Street, 32-566 Brodła, Poland

KRS: 0001098024 | NIP: 6282295758 | REGON: 528386806

Trading name: ZayonTravel

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§ 1. Lessor Details

1. The Lessor is HALLAL limited liability company (sp. z o.o.), 7 Grodzka Street, 32-566 Brodła, Poland, KRS 0001098024, NIP 6282295758, REGON 528386806, trading as ZayonTravel, phone +48 733 197 798, e-mail: hallalrentpoland@gmail.com.

2. These Terms and Conditions govern short-term rental of self-drive vehicles, in particular rentals made to consumers.

3. These Terms and Conditions form an integral part of the vehicle rental agreement. Individual arrangements contained in the agreement, reservation confirmation or correspondence accepted by both parties shall prevail over these Terms and Conditions.

§ 2. Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

1. Lessor - HALLAL sp. z o.o., trading as ZayonTravel.
2. Renter - a natural person or another entity entering into a Vehicle rental agreement with the Lessor.
3. Driver - the Renter or another person named in the agreement and authorised to drive the Vehicle.
4. Vehicle - the car together with its equipment, documents, keys and accessories handed over to the Renter.
5. Agreement - the individual rental agreement, reservation confirmation and these Terms and Conditions.
6. Handover Report - a vehicle handover or return record, in paper or electronic form, which may include photographic or video documentation.
7. Normal Wear and Tear - deterioration of the Vehicle resulting from its proper use, appropriate to the rental period and mileage.

§ 3. Conditions for Entering into the Agreement

1. The Agreement may be entered into by a person having full legal capacity.
2. Every Driver must hold: a) a valid identity document, in particular an identity card or passport; b) a valid driving licence of the appropriate category authorising the Driver to drive the Vehicle in the territory where it will be used; c) contact details allowing communication during the rental period.
3. The Lessor does not impose an additional minimum driving-licence holding period or an additional age limit beyond the requirements of applicable law, unless a restriction relating to a particular Vehicle results from its insurance conditions and has been communicated to the Renter before the Agreement is entered into.
4. The Vehicle may be driven only by persons named in the Agreement or accepted by the Lessor on a durable medium, in particular by e-mail or electronic message.
5. The Renter is responsible for the truthfulness and currency of the data provided and for the validity of the documents presented.
6. The Lessor may refuse to hand over the Vehicle if: a) the required documents are invalid, illegible or give rise to reasonable doubts; b) the Driver is under the influence of alcohol, narcotics, intoxicants or substances impairing the ability to drive; c) there is a direct and justified threat to the safety of the Vehicle, the Driver or other road users.

§ 4. Reservation

1. A reservation may be made, in particular, by telephone, e-mail, internet messenger, online form or in person.
2. A reservation shall be deemed confirmed once the Lessor has accepted at least: a) the rental period; b) the Vehicle or agreed Vehicle category; c) the rental price; d) the handover and return location; e) any security deposit amount; f) additional services and costs.
3. The price quoted to a consumer is a gross price inclusive of applicable taxes, unless expressly stated otherwise in a transaction with a party that is not a consumer.
4. If separate reservation cancellation rules have not been presented to the Renter before the Agreement is entered into, cancellation shall not result in a contractual penalty.
5. If individual cancellation rules apply, they must be communicated to the Renter before the reservation is confirmed.
6. In the case of a distance contract for car rental specifying a particular day or rental period, the consumer does not have the statutory fourteen-day right of withdrawal. This does not limit any more favourable cancellation rules granted by the Lessor.

§ 5. Price, Payment and Security Deposit

1. The rental price is determined individually and confirmed before the Agreement is entered into.
2. The price may take into account, in particular: a) the rental period; b) the Vehicle class and model; c) the handover and return location; d) the scope of additional services; e) the permitted territory of use; f) an agreed mileage limit, if introduced.
3. If the Agreement does not specify a mileage limit, the rental shall be deemed not to be subject to any additionally chargeable mileage limit.
4. Payment shall be made by the deadline and method specified in the reservation confirmation or the Agreement.
5. The Lessor collects a security deposit only for selected Vehicles.
6. The obligation to pay a deposit, its amount, payment method and refund conditions must be communicated to the Renter before the Agreement is entered into.
7. The deposit is not a contractual penalty and is not automatically forfeited.
8. The Lessor may deduct from the deposit only due and properly documented amounts arising from the Agreement.
9. The unused portion of the deposit shall be returned without undue delay after settlement of the rental, as a rule no later than within 7 business days after return of the Vehicle. The technical time required to release a card pre-authorisation may depend on the bank or payment operator.
10. If justified costs are still being determined when the Vehicle is returned, the Lessor may temporarily retain only the portion of the deposit corresponding to the estimated amount of those costs and shall inform the Renter of the reason.

§ 6. Vehicle Handover

1. The Vehicle shall be handed over in a condition permitting its safe and proper use.

2. At handover, the parties may prepare a Handover Report recording, in particular: a) odometer reading; b) fuel level; c) visible damage; d) condition of tyres and equipment; e) number of keys handed over; f) photographic or video documentation.
3. The Renter should report any damage or shortages noticed at collection. This does not deprive the Renter of the right to report hidden defects or irregularities that could not reasonably have been detected at collection.
4. The Renter shall be informed of the correct fuel type and the basic operating rules for the Vehicle.

§ 7. Rules for Use of the Vehicle

1. The Renter and the Driver are required to use the Vehicle: a) in accordance with its intended purpose; b) in compliance with road traffic regulations; c) in accordance with the manufacturer's and the Lessor's instructions; d) with due care; e) only within the permitted territory of use.
2. In particular, it is prohibited to: a) drive the Vehicle without valid authorisation; b) drive under the influence of alcohol, narcotics or substances impairing driving ability; c) participate in races, rallies, speed tests or sports training; d) use the Vehicle to commit an offence or transport prohibited items; e) make modifications or repairs without the Lessor's consent, except for actions necessary to prevent an immediate danger; f) sublet the Vehicle or make it available for payment to third parties without the Lessor's consent; g) use the Vehicle in a manner causing overloading or contrary to its technical conditions.
3. The Renter must properly protect the Vehicle, documents and keys against loss or theft.
4. If a warning light appears, a breakdown occurs, an abnormal sound is heard or other signs of a fault arise, the Renter should stop driving where continued use could create a hazard or further damage and contact the Lessor.

§ 8. International Travel

1. The Vehicle may be used in Poland and in European Union Member States specified or accepted in the Agreement.
2. The Renter should inform the Lessor of planned international travel before crossing the Polish border.
3. Travel outside the European Union requires the Lessor's prior express consent.
4. The Renter is required to check and comply with the laws of the countries through which the Vehicle travels, in particular rules concerning: a) vignettes and road charges; b) paid-entry and low-emission zones; c) mandatory equipment; d) parking; e) seasonal and road restrictions.
5. Road tolls, vignettes, motorway, tunnel, ferry and parking charges, and paid-entry zone fees are not included in the rental price unless the parties expressly agree otherwise.

§ 9. Fuel

1. The Vehicle must be returned with the same amount of fuel as at handover, unless the parties have agreed on another settlement system.
2. If the Vehicle is returned with less fuel, the Renter shall be charged the actual cost of replenishing the missing fuel.
3. The Lessor may add the cost of travel to a filling station or refuelling service only where it was agreed in advance or corresponds to an actual and reasonable cost incurred because of the fuel shortage.

4. The Renter must use fuel consistent with the information provided at handover and the marking located at the fuel filler.

§ 10. Insurance and Limitation of the Renter's Liability

1. Vehicles are handed over with valid compulsory motor third-party liability insurance and comprehensive motor insurance where such cover is provided for the particular Vehicle.
2. Irrespective of the insurer's scope of liability, the Lessor applies a contractual limitation of the Renter's liability for accidental damage to the Vehicle.
3. Subject to the exceptions set out in this section, the Renter does not bear the cost of repairing damage to the Vehicle occurring during the rental period, including where the damage was caused unintentionally by the Renter or Driver.
4. The Lessor does not transfer to the Renter the risk that the insurer may refuse to pay compensation where the refusal results from circumstances beyond the control of the Renter and Driver.
5. The limitation of liability does not apply to: a) loss, misplacement, destruction or failure to return a key, access card, remote control or other device used to open or start the Vehicle; b) refuelling with the wrong fuel or introducing an improper substance into the tank; c) excessive or abnormal soiling of the Vehicle; d) damage directly caused by the Driver's breach of road traffic regulations; e) intentionally caused damage.
6. The mere issue of a fine or finding of a road traffic violation is insufficient to charge the Renter for the entire loss. The Lessor must demonstrate a causal link between the violation and the damage.
7. Excessive or abnormal soiling means soiling beyond the ordinary effects of proper use and requiring specialist cleaning, including in particular: a) permanent stains or flooding of upholstery; b) contamination with substances that are difficult to remove; c) an intense smell of tobacco smoke; d) leaving a large amount of animal hair, mud, sand or waste; e) biological contamination; f) damage or soiling requiring washing, ozone treatment, disinfection or dismantling of interior components.
8. Ordinary vacuuming, exterior washing and standard soiling arising during normal use do not constitute excessive or abnormal soiling.
9. In the cases listed in clause 5, the Renter bears only actual, reasonable costs normally connected with the event, including in particular: a) cutting and programming a replacement key; b) replacing locks or modules where objectively necessary; c) towing, draining and cleaning the fuel system; d) repairing components damaged by incorrect fuel; e) specialist cleaning or disinfection; f) repairing damage connected with the breach of regulations.
10. Costs are assessed individually, taking the Renter's interests into account, and as a rule correspond to costs incurred by the Lessor without an added margin.
11. The Lessor shall provide the Renter with documentation supporting the charge, in particular an invoice, receipt, estimate, photographs, service documentation or other reliable evidence.
12. The Lessor does not impose automatic penalties for damage, normal wear and tear or events for which the Renter is not liable.
13. Failure to report an event does not automatically make the Renter liable for the entire loss. The Renter may be charged only actual additional costs directly resulting from a culpable failure to report or cooperate.

§ 11. Accident, Collision, Damage or Theft

1. In the event of a collision, accident, damage, vandalism, theft or attempted theft, the Renter should: a) secure the scene and the Vehicle; b) provide required assistance to injured persons; c) immediately notify the Lessor; d) collect details of participants and witnesses; e) photograph the scene and damage where safe to do so; f) provide the Lessor with all documents held in relation to the event.
2. The police or appropriate services must be called in particular where: a) anyone is injured or injury is suspected; b) participants disagree as to the circumstances; c) the responsible party refuses to provide details or leaves the scene; d) an offence or driving under the influence of alcohol or intoxicants is suspected; e) theft, break-in or vandalism has occurred; f) the event occurred outside Poland and local law requires it; g) the Lessor or insurer requests that the services be called.
3. The Renter should not commission repairs or towing without contacting the Lessor unless necessary to protect life, health, property or road safety.
4. The Renter must cooperate with the Lessor and insurer in clarifying the circumstances of the event.

§ 12. Vehicle Breakdown

1. In the event of a breakdown not caused by the Renter, the Lessor shall take reasonable steps to: a) arrange roadside assistance; b) remedy the breakdown; or c) provide a replacement Vehicle where available and justified by the nature of the breakdown.
2. The Renter is not liable for breakdowns resulting from normal wear and tear, a technical defect, prior damage or circumstances beyond the Renter's control.
3. If the Vehicle cannot be used for reasons attributable to the Lessor, the Renter is entitled to an appropriate price reduction for the period during which use was impossible, unless a suitable replacement Vehicle was provided.

§ 13. Fines, Road Charges and Parking Fees

1. The Renter bears the cost of fines, road charges, parking fees, vignettes, use of toll roads and other amounts arising in connection with use of the Vehicle by the Renter or Driver.
2. If the Lessor is charged, the Lessor may require the Renter to reimburse the actual amount.
3. An additional administration fee may be charged only where: a) it was disclosed to the Renter before the Agreement was entered into; or b) it corresponds to actual and documented costs incurred by the Lessor.
4. The Lessor may provide the Renter's or Driver's data to an authorised authority to the extent required by law.

§ 14. Return of the Vehicle

1. The Vehicle must be returned at the time and place specified in the Agreement.
2. The standard handover and return location is Kraków or another location agreed by the parties.
3. Collection or return at a location other than Kraków is possible for a price individually agreed before the service is provided.
4. On return, a report may be prepared recording the odometer reading, fuel level, condition of the Vehicle and photographic documentation.
5. The Renter is not liable for deterioration resulting from proper use and normal wear and tear.

6. In the event of a delayed return, the Renter should contact the Lessor immediately.
7. A proportional part of the agreed rental price may be charged for the actual extension period. Additional costs may be charged only where they were actually incurred, are connected with the delay and are properly documented.
8. Leaving the Vehicle without a representative of the Lessor present is permitted only after agreeing the method and place of return.
9. In the case of an unattended return, the condition assessment should be documented and the Renter should be given an opportunity to comment on identified irregularities before any final charge is made.

§ 15. Early Termination of the Agreement

1. The Lessor may demand immediate return of the Vehicle if the Renter or Driver: a) uses the Vehicle in a manner directly endangering safety; b) drives without valid authorisation; c) drives under the influence of alcohol, narcotics or intoxicants; d) has made the Vehicle available to an unauthorised person and does not cease the breach after being requested to do so; e) uses the Vehicle for unlawful purposes; f) has taken the Vehicle outside the agreed territory and fails to respond to the Lessor's request; g) prevents contact in a situation involving a serious threat to the Vehicle.
2. Termination does not automatically result in charging the Renter the full value of the Vehicle or automatic forfeiture of the deposit.
3. Settlement shall be based on the actual rental period and actual, documented costs for which the Renter is liable.

§ 16. Complaints

1. Complaints may be submitted: a) by e-mail to hallalrentpoland@gmail.com; b) in writing to HALLAL sp. z o.o., ul. Grodzka 7, 32-566 Brodła, Poland; c) in another form allowing the complaint content to be recorded.
2. Where possible, a complaint should contain: a) the Renter's details; b) the Agreement number or date; c) a description of the issue; d) the Renter's requested remedy; e) documents or photographs relevant to the matter.
3. The absence of any item listed in clause 2 does not automatically result in rejection of the complaint.
4. The Lessor shall respond to a consumer complaint within 14 days of receipt, on paper or another durable medium.
5. Failure to respond within the statutory period shall have the consequences prescribed by applicable law.

§ 17. Personal Data

1. Personal data of the Renter and Drivers are processed for the purposes of: a) entering into and performing the Agreement; b) identifying persons authorised to drive; c) settling payments, deposits, charges and damage; d) handling complaints; e) complying with legal, tax and insurance obligations; f) establishing, pursuing or defending claims.
2. Detailed information on personal data processing may be provided to the Renter in a separate privacy notice.
3. The Lessor processes only data necessary for the specified purposes.

§ 18. Final Provisions

1. The Agreement is governed by Polish law, without prejudice to any mandatory consumer rights arising under the law applicable at the consumer's habitual residence, where relevant.
2. Disputes shall be resolved by the court having jurisdiction under applicable law. These Terms and Conditions do not impose exclusive jurisdiction of the court competent for the Lessor's registered office on a consumer.
3. These Terms and Conditions should be made available to the Renter before the Agreement is entered into in a manner allowing them to be saved and reproduced later.
4. In the event of a conflict between these Terms and Conditions and individually agreed provisions of the Agreement, the individual agreement shall prevail, subject to mandatory provisions of law.
5. Ambiguous provisions shall be interpreted in favour of the consumer.
6. The invalidity or ineffectiveness of an individual provision does not affect the validity of the remaining provisions.
7. The version of these Terms and Conditions provided to the Renter before the Agreement was entered into applies to that Agreement. A later amendment does not change the terms of an already concluded Agreement without the express consent of both parties.
8. These Terms and Conditions may be made available in other language versions. A translation should correspond to the Polish version and may not restrict the rights granted to the Renter.

Addendum No. 1 to the Rental Terms

For the loss of a Vehicle key, the Renter shall pay a contractual penalty ranging from PLN 4,500 to PLN 10,000.

All other provisions of the Terms remain unchanged.