



REGULATIONS FOR LENDING eSpace – electricSPACE.pl

§ 1 General provisions

1. The Regulations define the rules for the proper use of the vehicle being the subject of the loan (hereinafter: "Vehicle"), the rights and obligations of the Taker and the Lender.
2. Motorcycles lent by the electricSPACE brand are owned by Jakub Izbicki NIP: 5371891208.

§ 2 Lending and use of a motorcycle

1. The lender ensures good technical condition of the vehicle at the time of its release, which is each time confirmed by the Parties by means of a concluded agreement on lending the vehicle for the test.
2. The vehicle may only be lent to a person of at least 14 years of age and holding category AM ratings, in the case of vehicles equivalent to a power of 50 cm³ or at least 16 years and a rating of category A1 and category B over 3 years, respectively, in the case of vehicles equivalent to a power of 125 cm³. Category A permissions for all two-wheelers.
3. Vehicles lent by the eSpace brand are lent on the basis of a loan agreement for the test and, in selected cases, the protocol of acceptance / passing of the Vehicle and after paying a deposit for lending fees for the test, if the contract so provides.
4. The deductible is a security for any claims of the Lender against the Taker. Detailed cases are described in these regulations.
5. The lender has the right to verify the Document of the Taker entitling to drive the vehicle and the Taker declares the validity of this document at the time of using the Lent Motorcycle.
6. The Lender has the right to verify the sobriety of the Taker before lending the Vehicle and in the event of a positive result or refusal to verify the state of sobriety, refuse to lend the Vehicle. The Takers sign a contract to lend the Vehicle for the test and agree to a sobriety check.
7. The lender or other persons authorized by him has the right to control the manner of use and condition of the Vehicle and the documents of the Taker, and the Taker is obliged to enable the control and make available the above-mentioned documents.
8. The Lender shall not be liable for items transported or left in the Vehicle as well as for losses caused by a mechanical defect of the Vehicle or its equipment.
9. The Lender shall not be liable for any losses caused by the failure of the Vehicle resulting from improper operation of the Vehicle, improper driving technique of the Vehicle, failure to comply with road safety rules or caused by external factors.

§3. Duties and responsibilities of the Taker

1. The Taker undertakes to drive the Vehicle personally and not to make it available to third parties.
2. The Applicant undertakes to use the Vehicle in accordance with its intended purpose (urban driving and not sports or off-road and avoiding driving during rain and in conditions of high humidity) and to exercise extreme caution during the use of the lent Vehicle.
3. In order to confirm the identity of the driver and his rights to drive the Vehicle, it is required to present in the original a document entitling to drive vehicles and one of the two indicated documents (ID card or passport). The lender has the right to keep a copy of these documents.
4. The taker declares that he is not in a state of intoxication, under the influence of intoxicants or drugs that may impair his ability to drive motor vehicles.





5. The lender shall make the Vehicle available for inspection before release. The Applicant is obliged to familiarize himself with the technical condition of the Vehicle and to assess the Vehicle's ability to move on his own. The Taker moves the Vehicle solely under his own responsibility. Upon the issuance of the Vehicle, a protocol will be drawn up, which determines the condition of the Vehicle at the time of its transfer to the Taker.
6. The Taker confirms that he has been given instruction in the use of electric vehicles, including motorcycles, which he fully understands and to which he will apply during the use of the Vehicle. The Taker, in full awareness of the risks arising from the use of electric vehicles, including motorcycles, undertakes to comply with the instructor's instructions, use the Vehicle in accordance with its intended purpose and exercise extreme caution during the use of the lent Vehicle.
7. The Taker shall be personally liable for the violation of traffic regulations and authorize the Lender to take appropriate legal actions for any violations of traffic regulations by the Taker.
8. In the event of unfortunate accidents occurring due to the fault of the Taker or as a result of non-compliance with the instructors' instructions, the Taker waives all claims of a property and non-material nature against the Lender, assuming all responsibility for any events occurring only on himself.
9. The Driver of the Vehicle bears full responsibility for damage caused to third parties in connection with driving the Vehicle.
10. The Vehicle Driver undertakes to repair any damage to the vehicle resulting from lending the Vehicle up to the amount of the deductible and above its value in the event of damage for which the insurer is not responsible under the AC insurance contract.
11. The Taker is obliged to cover the full value of the damage caused by driving a vehicle while intoxicated, under the influence of intoxicants, entrusting the vehicle to a third party without the consent of the lender, culpable damage to the vehicle and driving a vehicle without valid rights, regardless of the amount of insurance payment under the civil liability or AC policy. The Taker agrees to determine the value of the damage in the manner indicated in § 5 point 9.
12. The Vehicle Taker is obliged to:
 - a) carrying with them valid documents required by the road traffic control (document entitling to drive a Motorcycle, valid and honored in the territory of the country in which the Vehicle is used),
 - b) securing the Vehicle against theft, by parking the Vehicle in a guarded parking lot, blocking the ignition with a key and setting up an appropriate anti-theft security provided by the lender,
 - c) perform at their own expense and effort to operate the daily Vehicle, i.e.:
 - checking the level of operating fluids, i.e. brake fluid, and in the case of too low levels is obliged to contact the Lender before performing any actions,
 - checking the pressure in the tires and the condition of the tires,
 - checking the operation of the signalling, dipped and main-beam headlamps,
 - keeping the Vehicle in proper cleanliness,
 - comply with the recommendations of the Vehicle manufacturer indicated in the Vehicle's instruction manual, which is available from the Lender.
13. The taker has no right to:
 - a) making alterations or other changes in the Vehicle contrary to the properties and purpose of the Vehicle,
 - b) exceeding the permissible load capacity of the Vehicle,
 - c) perform other activities that may cause damage to the Vehicle.





d) for high-performance driving of the Vehicle, driving off asphalt roads, using the Vehicle in a way that leads to excessive wear of its components or tires.

14. In the event of loss/loss of keys or remote control, the Taker is obliged to immediately secure the Vehicle against theft and to immediately notify about the loss of the Lender's keys and follow his instructions.

15. The Driver of the Vehicle authorizes the Lender to assign to the insurance company any claims in order to enable the pursuit of these claims.

§ 4 Damage, collision, theft and repair of a motorcycle

1. The Lender shall not be liable for damages incurred by the Taker as a result of a breakdown, damage, accident or collision.
2. During the Loan, the Lender will be obliged to repair partial damage to the Vehicle only if they threaten the safety of users or third parties.
3. In the event of a failure of the Vehicle or the need to perform a service operation, the Buyer is obliged to immediately notify the Lender. In the event of a defect or damage to the mechanical components of the Vehicle, it is forbidden to continue driving without the consent of the Lender.
4. The Taker shall not be entitled to order any repairs, corrections, alterations, inspections or other repairs and maintenance activities without the prior written consent of the Lender.
5. The Taker is not authorized to sign invoices for the work performed as a "person authorized to receive the invoice" and to make declarations of will on behalf of the Lender.
6. The Taker is liable to the Lender for damage to the Vehicle, unless the damage occurred through no fault of the Taker. In particular, the Taker shall be liable for damage to the Vehicle resulting from the lack of brake fluid, maintaining inadequate tire pressure, exceeding the permissible load capacity and speed, using the Vehicle contrary to its intended purpose, the instruction manual and the applicable regulations and rules for the use and operation of electric vehicles and their components. The Taker is also responsible for excessive wear of the tire tread indicating a violation of the rules of operation of the Vehicle resulting from these regulations.
7. Using the assistance of the manufacturer or insurance company of the Vehicle does not release the Participant from the obligations listed above.
8. In the event of damage to the Vehicle, in particular as a result of a road accident, road collision or theft of the Vehicle, the Participant is obliged to:
 - immediately notify the Lender and follow the Lender's instructions strictly,
 - to call the Police and ensure that a report is drawn up from the scene of the accident. With the individual consent of the Lender, it is allowed to waive this obligation in the case of minor damages liquidated from the auto-casco policy.
 - obtaining the data of the perpetrator and his third party liability policy,
 - in the event of a road collision or accident, the Taker is obliged to secure the vehicle and prevent its further damage,
 - in the event of failure to inform the Lender about this event within 12 hours of the event (including damage to the vehicle as a result of a collision), the Borrower shall be fully responsible for the costs resulting from the culpable or negligent failure to provide this information.
 - in the event of theft of the Vehicle, the Taker should immediately, i.e. within 1 hour of noticing this event, inform the Lender about this fact and immediately return the keys and documents from the vehicle to the Lender. Otherwise, the Taker will be charged with an amount equivalent to the market equivalent of the borrowed Vehicle





9. The Taker is not allowed to repair the damaged Vehicle on their own.
10. The Vehicle has the full scope of third party liability insurance, AC, exempting the Taker from liability in the event of collision and theft within the scope of standard conditions, except: - intentional damage to the Vehicle, - damage while driving in a state after drinking alcohol, intoxication, after using drugs or psychotropic drugs and without a valid driving license necessary due to the specificity of the Vehicle, - the case if the driver fled the scene of the incident, - theft of the Vehicle in the absence of proper protection of the Vehicle against theft - theft of the Vehicle in which all anti-theft devices installed in it or made available by the Lender have not been activated, - other damage, if they are not covered by the insurance coverage or have not been covered by the insurer or the perpetrator of the damage, - other cases resulting from the general terms and conditions of insurance contracts and legal provisions - the content described in §5, points 7, 8.

11. In the event of loss of the Vehicle under the care of the Taker, the Taker shall be fully responsible for the loss of the Vehicle, except where the Taker has left the Vehicle in a guarded place and it has been secured against theft and the Taker is able to prove this. In the event of loss of the Vehicle, the Taker undertakes to pay to the Lender an amount constituting the market equivalent of the Vehicle, but not less than PLN 19900 (nineteen thousand nine hundred zlotys 00/100).
12. The Participant is obliged to read the provisions of the policy, the general terms and conditions of vehicle insurance contracts and changes in the general terms and conditions of Vehicle insurance contracts and comply with the provisions contained therein under pain of liability for the damage caused. The applicable general terms and conditions of insurance contracts are published on the websites of insurers as well as are available from the Lender.
13. The Taker acknowledges that the condition for the payment of compensation by the insurer is the notification of damage by the Vehicle operator within the time limit indicated by the insurer. The Taker undertakes to ensure that in the event of motor damage or other damage falling within the scope of the risk covered by the third party liability insurance of the perpetrator of the damage or AC, that he signs the relevant statements required during the claims settlement procedure, provides documents indicated by the insurer and meets other requirements indicated by the insurer.
14. The Taker is obliged to cooperate with the Lender in the claims settlement process and possible court proceedings, in particular to inform him about the course of liquidation proceedings and provide documents and statements confirming the legitimacy of claims addressed to the insurer.
15. Refusal to pay compensation in any respect and the occurrence of damage under the conditions of § 4 point 10, results in the Recipient being liable for damage in full. The value of the damage shall be determined in the manner specified in § 5 point 9.

§ 5 Return of the Vehicle



Shop:
eSpace – electricSPACE.pl
ul. Wilenska 14C lok. U17
03-414 Warsaw
phone +48 515 655 804

Invoice data:
Jakub Izbicki
Al. Jerozolimskie 149/16
02-326 Warsaw
NIP: 5371891208



1. The Taker is obliged to return the Vehicle at the time specified in the contract and place in technical condition as at the time of its release to the Taker, clean with the additional equipment provided.
2. In the event that the Taker returns the Vehicle to the Lender before the date specified in the contract, the Taker shall not be entitled to any compensation for the unused time specified in the contract.
3. The intention to extend the loan period of the Vehicle must be notified, at least 24 hours before the expiry of the return period and obtaining consent to extend the loan agreement. Otherwise, the Taker is obliged to return the Vehicle in accordance with the original planned date of return.
4. Failure to notify the intention to extend the lending of the Vehicle and failure to return the Vehicle within 24 hours from the end of the loan is treated as appropriation and is reported to the Police. In the event of delay in returning the Vehicle, the Taker is obliged to pay a penalty in the amount of 2 times the daily test rate of a given Vehicle model, for each commenced day of delay.
5. The Participant acknowledges that the Vehicle may have a device that allows to determine the location of the Vehicle.
6. The Taker is obliged to return the Vehicle with the same state of charge of the battery as he received on receipt.
7. After returning or replacing the Vehicle, the Lender has the right to charge the Participant with the costs of supplementing the vehicle's equipment or its parts described in the Vehicle Acceptance / Handover Protocol and repairing damage caused by improper operation of the Vehicle, negligence of the Taker or is the result of an accident or road collision due to the fault of the Taker (including parking collisions). In these cases, the Taker covers the damage with his own contribution. If the costs exceed the amount of own contribution, then the entire amount of own contribution is collected by the Lender and the remaining amount is covered by the AC insurance of the Vehicle, with the proviso that if the insurer is not responsible for the damage under the AC insurance contract, then the Taker is charged up to the amount of the repair value.
8. The Lender also has the right to repair or replace, at the expense of the Taker, the tires of the Vehicle if it is determined that the tread wear is inadequate to the period of use of the Vehicle assuming the use of the Vehicle in accordance with the rules resulting from these Regulations.
9. In each case, the amount of costs is determined on the basis of the repair calculation prepared by the Jack's Motorcycles Jacek Szczepański workshop, Komitet Obrony Robotników 39, 02-148 Warsaw, and based on standard prices of services and parts offered to other customers on the date of the damage.
10. If, for various reasons, it is not possible to draw up a transfer report at the time of returning the Vehicle, in particular when the Vehicle is dirty or returned in an unlit place, the Lender will draw up the acceptance report itself as soon as possible (e.g. after washing the Vehicle). Then it is assumed that the condition of the Vehicle is consistent with the description provided by the Lender on the date of drawing up the transfer protocol. The detailed inspection report will be delivered to the Taker within 15 days from the date of handing over the vehicle by e-mail. The Taker agrees to be charged with the costs of any repairs and undertakes to cover them within the time limit set by the Lender.
11. The Taker is not responsible for the operational damage to the Motorcycle.





§ 6 Additional provisions

1. The Taker is obliged to cover administrative fees related to the use of the Vehicle and imposed on the Lender by law enforcement authorities, including m.in. for parking in paid parking zones, motorway fees, fees for non-compliance with the provisions of the road traffic law (m.in. fines for speeding) and other fees that will be imposed by law enforcement authorities during the period, when the Vehicle has been lent to the Taker.
2. The lender has the right to provide any information to public administration bodies requesting it, primarily data enabling identification and contact with the Recipient.
3. In matters not regulated by these regulations, the motorcycle lending agreement, the provisions of the Civil Code shall apply to the test.
4. The Regulations and the protocol of acceptance / passing of the Vehicle are an integral part of the Loan Agreement for the test.
5. The court competent to settle disputes arising from the Lending Agreement and the Vehicle Test Agreement is the Court competent for the registered office of the Lender.

§ 7 Fees and penalties

1. Losing the key – 300 PLN
2. Losing the pilot – 500 PLN
3. Providing information to law enforcement authorities – 50 PLN

§ 8 Valuation of damages

The valuation of the elements is individual for each rented motorcycle, the indicated amounts are deducted from the deposit.

1. Scratches – new
 1. First scratch – 100 PLN
 2. Druga rysa – 75 PLN
 3. Third scratch – 50 PLN
 4. Fourth scratch – 50 PLN
 5. Five scratches and more – the cost of painting or replacing the entire element
2. Wheels
 1. Tire damage – the cost of replacing the element with a new one
 2. Damage to the rim – the cost of replacing the element with a new one
3. Chrome elements
 1. Scratching or damage to the element – the cost of replacing the element with a new one, individual valuation.
4. Ignition elements
 1. Ignition damage – repair cost – from PLN 300 to PLN 1000
5. Upholstery elements
 1. Damage to upholstery elements – repair cost – from PLN 200 to PLN 800
6. Every other element is valued according to the parts detailed price list for each model, plus adequate number of working hours.

