

Terms and Conditions of the "Allegro Paczkomat 24/7 InPost" service provided by InPost Sp. z o.o.

Valid from 17 June 2024



§ 1. General provisions

1. The present Terms and Conditions for the provision of the "Allegro Paczkomat 24/7 InPost" service by InPost Sp. z o.o. (hereinafter referred to as: "Terms and Conditions") define the conditions for the performance and rules for the use of the "Allegro Paczkomat 24/7 InPost" service provided by InPost Sp. z o.o. with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście, XI Commercial Division of the National Court Register under the KRS number 0000543759, NIP [tax ID]: 6793108059, REGON: 3607810850 (hereinafter referred to as: "InPost" or "Operator").
2. The "Allegro Paczkomat 24/7 InPost" service consists in accepting, transporting and delivering Shipments within the meaning of the Terms and Conditions for the provision of the Paczkomat 24/7 service by InPost Sp. z o.o. (hereinafter referred to as: "Main Terms and Conditions"), on the terms and conditions specified in the above-mentioned current Main Terms and Conditions, with changes resulting from these Terms and Conditions.
3. The "Allegro Paczkomat 24/7 InPost" service is addressed only to persons offering the sale of goods via the Allegro.pl auction portal (hereinafter referred to as: "Sender" or "Senders"), provided that the conditions provided for in these Terms and Conditions and in the Main Terms and Conditions are met - to the extent to which it is applied to the "Allegro Paczkomat 24/7 InPost" service, except that the provisions of these Terms and Conditions shall prevail over the provisions of the above-mentioned Main Terms and Conditions.
4. Unless otherwise provided in the present Terms and Conditions, all terms shall be construed as they are defined in the current Main Terms and Conditions.
5. The current Terms and Conditions and the Terms and Conditions are available at the Operator's facilities and on the Website. Shipments sent before the date of entry into force of the new Terms and Conditions shall be delivered on the terms in force on the date of sending. The provisions of the Main Terms and Conditions shall apply to changes to the Terms and Conditions.
6. The "Allegro Paczkomat 24/7 InPost" service is payable in accordance with its current Price List available on the Website (<https://inpost.pl/regulaminy>).
7. The "Allegro Paczkomat 24/7 InPost" service is not universal and is provided for commercial purposes in accordance with the provisions of generally applicable law.

§ 2. Shipment requirements

1. The subject of the "Allegro Paczkomat 24/7" InPost service is the receipt, transport and delivery of the Shipment prepared by the Sender to the addressee, and optionally the return of the Shipment to the Sender, in accordance with the requirements and on the terms set out in these Terms and Conditions and the current Main Terms and Conditions.
2. The Shipment must meet the requirements laid down for shipments and parcels in the Act of 23 November 2012 Postal Law (Journal of Laws of 2012, item 1529, as amended, hereinafter referred to as: "Postal Law") and in these Terms and Conditions and in the Main Terms and Conditions, and in particular may not contain items that are prohibited, in accordance with the content of the above-mentioned Postal Law and the provisions of both of the above-mentioned Terms and Conditions.
3. The Shipment may not exceed the maximum dimensions and weight specified in these Terms and Conditions, i.e. the maximum dimensions of the parcel may not exceed the following dimensions - 410 mm x 380 mm x 640 mm, and the maximum gross weight - 25 kg.
4. In the event of exceeding the maximum permissible weight or dimensions of the Shipment, as specified in sec. 3 above, as well as violations of the provisions of paragraph 2 above, the provisions and fees specified in the Main Terms and Conditions shall apply.
5. If a Parcel that does not meet the requirements of sec. 1 sec. 2 or sec. 3 above, was accepted, the price for the Allegro Paczkomat 24/7 InPost Service will be increased in accordance with the provisions of these Terms and Conditions, the Main Terms and Conditions and in accordance with the Price List of the Allegro Paczkomat 24/7 InPost Service.

§3. Terms and conditions applicable to Senders Parcel Manager and preparation for shipment

1. The "Allegro Paczkomat 24/7 InPost" service may be used by the Senders referred to in § 1 sec. 3 above, provided that they have an active individual account in the Parcel Manager (hereinafter referred to as "MP") configured and connected to an individual account on the Allegro.pl auction portal and have no arrears in payments to the Operator. Acceptance of the Terms and Conditions and consent to the processing of personal data to the extent necessary for the proper provision of the "Allegro Paczkomat 24/7 InPost" service is required from the Sender before using the "Allegro Paczkomat 24/7 InPost" service and takes place via an account in the MP.
2. The sending of Shipments is initiated directly via the Sender's individual account in MP or via external software/application using the application programming interface (API) for communication with MP. MP enables full support of the dispatch process, tracking of Shipments and management of the Sender's account.
3. The Operator provides the following functions in MP:
 - a) declaring Shipments for dispatch,
 - b) ordering a courier to collect the declared Shipments from the Sender,
 - c) entering detailed data of the Sender with the application for issuing a VAT invoice,
 - d) monitoring the status of delivery of the Shipment,
 - e) importing the Sender's completed transactions from the Allegro.pl auction portal and creating Shipments on this basis.
4. The Sender, in order to send a Shipment:
 - a) logs in to MP by entering their e-mail address and individual password known to the Sender,
 - b) pays for the Shipment,
 - c) generates and prints the shipping label (subject to sec. 6).
 - d) permanently places the label on the Shipment (subject to sec. 6).
5. The parcels in the "Allegro Paczkomat 24/7 InPost" service cannot be sent without a shipping label, subject to sec. 6. The § 7 sec. 11 of the Main Terms and Conditions shall not apply.
6. Where Allegro.pl allows such a possibility via the Allegro Lokalnie website, the Sender who sends the Shipments in connection with transactions in Allegro Lokalnie may send the Shipment without a label. In this case:
 - a) instead of the Shipping Label, in the course of the sales finalization process, the Seller receives a 9-digit shipping code from Allegro.pl, which they must provide when dispatching the Shipment in the Paczkomat Device, in order to send it;
 - b) however, the dispatch code should also be placed on the packaging of the Shipment, e.g. handwritten.
7. The use of the "Allegro Paczkomat 24/7 InPost" service is possible after the consent of the Sender to the processing of their data by the Operator for purposes related to the implementation of this service.

§ 4. Sending by courier

1. The Sender may use the option of sending the Shipment by courier (also referred to as collection of the Shipment by courier or courier collection). The operator provides the above service subject to the terms set out in the following items:
 - 1) the condition for the commencement of the implementation of the above service by the Operator is its order by the Sender via MP on a business day and before the cut-off time specified for a given zone in accordance with the table indicated in § 6 sec. 9 below,
 - 2) hours specified in the table from § 6 sec. 9 below are the limit hours for the Sender to submit orders for the collection of the Shipment by a courier in the PM. In the event that the Sender submits a Shipment courier collection order in the MP after the cut-off time for the zone in which the collection is to take place, this collection will take place on the next business day,
 - 3) subject to the provision of item 7 below, the date of sending the Shipment collected by the Courier is the date on which the Courier received the Shipment from the Sender, whereby the Courier will attempt to collect:
 - a. on the business day on which the Sender submitted the order to collect the Shipment before the cut-off hours, in accordance with item 2 above, or

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- b. on the business day immediately following the business day on which the Sender submitted the order to collect the Shipment, if the Sender submitted this order with exceeding the cut-off hours, in accordance with item 2 above, or
 - c. on the business day immediately following the non-business day on which the Sender submitted the order to collect the Shipment.
 - 4) Division into zones indicated in the table at § 6 sec. 9 below depends on the location of the place of collection of Shipments by the courier and the postal code assigned to this location. The zone matching the respective place of collection may be determined by the Sender via the website indicated in § 6 sec. 10 below, and the information indicated in this paragraph on changes to the code ranges for a given zone and recommendations to the Sender on their verification, each time, shall apply mutatis mutandis in the case of ordering a courier service,
 - 5) Courier collection orders may be submitted by the Sender only on business days. Collections will only take place on business days.
 - 6) Cutoff hours specified in the table in § 6 sec. 9 below, do not apply to permanent courier pick-ups agreed by the Operator with the Business Customer by way of a separate agreement, not constituting the one-off courier service described in this paragraph.
 - 7) If the Operator could not collect the Shipments on a given day for reasons attributable to the Sender, in a situation of force majeure, or in the event of a breach, by the Sender, of the provisions of the Terms and Conditions or the law, the collection will take place on the next business day following the cessation of the above reasons. If the collection is not possible again on that next day for the reasons indicated above, the pick-up order will be cancelled, and for the next courier collection the Sender is required to re-submit the order for the service described in this paragraph.
 - 8) Accepted Shipments must meet the conditions specified for Shipments in the Terms and Conditions.
2. The Sender using the courier service pays a one-time fee, regardless of the price for the "Allegro Paczkomat 24/7 InPost" service, depending on the number of shipments dispatched with courier and specified in the Price List constituting Appendix no. 1 to the Terms and Conditions.
3. The service of sending the Parcel by courier is included in the price of the "Allegro Paczkomat 24/7 InPost" service, if the Sender orders the sending of 5 (five) or more Shipments at once. The Shipments sent as part of the "Allegro Paczkomat 24/7 InPost" service are combined with the shipments sent as part of the "Allegro miniKurier24 InPost" and "Allegro Kurier24 InPost" services, provided on the basis of the Terms and Conditions for the provision of Allegro Kurier InPost services by InPost Sp. z o.o. The provisions of this paragraph shall apply only if the Shipment is sent by a courier from a place previously declared by the Sender (User) for collection in the MP.
4. The Operator may, subject to the terms described in separate regulations, establish an additional method of exempting the Sender from the fee for using the courier service.
5. If the Sender provides the courier with a smaller number of Shipments than originally declared, the Operator has the right to collect the due fee for the collection service, in accordance with the provisions of sec. 2 above. The Operator reserves the right to verify the fee for the courier collection, originally calculated on the basis of the number of Parcels to be sent declared by the Sender.
6. Sending a Parcel directly at the Parcel Service Point (POP) or in the Paczkomat Device is free of charge. However, this does not release the Sender from the obligation to pay the price for the "Allegro Paczkomat 24/7 InPost" service, which constitutes a separate fee.

§ 5. Returns

1. If it is not possible to deliver the Shipment to the Addressee, it shall be returned to the Sender, subject the terms set out in the Main Terms and Conditions.
2. The Addressee of the Shipment has the right to return the Shipment to the Sender. In order to make a return, the Addressee – a registered user of the Allegro.pl auction portal asks the Allegro.pl auction portal to issue a return code (via the "My Allegro" tab). A return code can only be used once. On the basis of the obtained return code, the Addressee, as a "return sender", is entitled to send the Parcel as a return in the Paczkomat Device or in the selected Operator's Outlet, whereby the given return code can be used only once. The Addressee cannot order a courier to return the Shipment to the Sender.

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3. The return service is exempt from the fee in the case of returning the Shipment to the Sender due to the exhaustion of the possibility of its delivery (in particular after its ineffective notification or in the case of refusal to accept the Shipment by the Addressee) or due to the return of the Shipment at the Addressee's request (in particular in the case of replacement of goods by the Addressee or resignation from the purchase by the Addressee).
4. A list of outlets where Shipments can be returned is available on the Website.
5. Returns – subject to the terms indicated in § 5 - are carried out only within the borders of the Republic of Poland.

§ 6. Remaining conditions

1. The price of the "Allegro Paczkomat 24/7 InPost" service includes the service of additional insurance cover of each shipment up to the amount of PLN 5 000.00. The Operator enables a service to cover Shipments for a higher amount in accordance with the Price List constituting Appendix No.1 to the Terms and Conditions.
2. The Operator allows sending cash on delivery Shipments, if the amount collected does not exceed PLN 5 000.00. Payment is made at the time of receipt by the Addressee of the Shipment from the Paczkopat parcel locker or from the ParcelPoint. Payment may be made in the manner and on the terms specified in the Main Terms and Conditions. The Operator charges an additional fee for collection service in the amount indicated in the Price List of the Allegro Paczkomat 24/7 InPost Service.
3. The sender may indicate a price for the "Allegro Paczkomat 24/7 InPost" service lower than the one specified in § 2 sec. 5 of these Terms and Conditions, only if it undertakes to cover the difference between the price specified in § 2 sec. 5, and the price indicated for the "Allegro Paczkomat 24/7 InPost" service during the transaction on the Portal.
4. The price for the "Allegro Paczkomat 24/7 InPost" service visible for a given transaction may not be higher than the one specified in § 2 sec. 5.
5. The transfer by the Sender of rights or obligations under the contract for the provision of the "Allegro Paczkomat 24/7 InPost" service to another entity requires the prior consent of the Operator, expressed in writing.
6. The Operator has the right to refuse to provide the "Allegro Paczkomat 24/7 InPost" service to any Sender, who is in arrears with the payment of remuneration for a period exceeding 7 days.
7. The Sender may use paid additional services provided for in the Main Terms and Conditions.
8. The Operator excludes the possibility of using the Quick Returns service (<https://szybkiewroty.pl>) provided for in the Main Regulations as part of the "Allegro Paczkomat 24/7 InPost" service.
9. Subject to sec. 11 below, the date of sending the Shipment through the Paczkomat Device or POP or the Sending Branch is the business day of placing or handing over this Shipment to the Operator by the Sender in the above-mentioned places (and if this day is not a business day, the date of sending is the next business day immediately after the non-business day on which the Shipment was placed or handed over to the Operator), provided that the Shipment was placed in the Paczkomat Device or handed over in the POP or the Sending Branch on a given day until the so-called cut-off time, in accordance with the table below:

Zone "A"	until 4:00 PM
Zone "B"	until 3:00 PM
Zone "C"	until 2 PM
Zone "D"	until 1 PM

10. The division into zones indicated in the table above depends on the location of the Paczkomat Device Locker or POP or the dispatch Branch in which the Sender places or transfers the Shipment and the postal code assigned to this location. The Sender - via the Website - may verify the zone of the location of the Paczkomat Device, POP or Branch in which they want to place or hand over the Shipment to the Operator. The Operator reserves the right to change the ranges of postal codes assigned to a given zone, shown on the above website, and this will be notified at the above-mentioned website at least 10 days before the planned change, this change will not constitute an amendment to these Terms and Conditions. Due to the above, the Operator recommends that the Sender, who wishes to dispatch the Shipment withing the above-mentioned limit

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hours, verifies the location of the Paczkomat Device, POP or the Branch to which they want to deliver the Shipment.

11. Shipments sent on a given business day in a Paczkomat, POP device or a Transmitting Branch may not be transferred for further movement on that day in the event that the dispatch took place after the cutoff hour specified in sec. 9 above, resulting from the location of the Paczkomat Device, POP or the Dispatch Branch. Shipments sent on a given day after the cut-off hour resulting from the location of the Paczkomat, POP or Dispatch Branch, which at the same time have not been transferred by the Operator for further movement on that day, shall be deemed sent on the following business day.

§ 7. Service parameters Delivery

1. The Operator delivers the Shipment to the selected Paczkomat device or to the selected ParcelPoint (POP).
2. The Operator provides the "Allegro Paczkomat 24/7 InPost" service within the declared time limit of D+1, where "D" means the day of dispatch.
3. The Operator returns the Shipment as part of the "Allegro Paczkomat 24/7 InPost" service within the declared time limit of D+3, where "D" means the day of sending the return.
4. The deadlines for service set out in sec. 2 and 3 shall apply provided that the Parcel is sent in the POP, Branch or Paczkomat device before the cut-off time, in accordance with § 6 sections 9-11 above. Failure to comply with these conditions extends the delivery time by one business day. The deadlines for service shall be calculated on the basis of business days. Saturdays, Sundays and public holidays extend the delivery period by their respective period.
5. The Operator retains the full right to refuse to provide the "Allegro Paczkomat 24/7 InPost" service, as well as to return the Parcel to the Sender, if the Parcel does not meet the requirements provided for in these Terms and Conditions or the Main Terms and Conditions, and in particular if the Shipment and/or the goods exceed the dimensions or weight specified in § 2 sections 2 or 3 above.
6. Notwithstanding the provisions of the preceding paragraph, the Operator reserves the right to extend the declared date of delivery of the Shipment by a maximum of three business days in the case of acceptance for Shipments that do not meet the conditions provided for in § 2 sections 1 or 2 or 3, unless the technical capabilities of the Operator and circumstances beyond the Operator's control, such as the actions or omissions of the Sender or the Addressee, logistical problems or difficult weather conditions, preclude this.
7. In the event of overfilling of the receiving Paczkomat device, its failure, shutdown or maintenance of the system operating this Paczkomat, the provisions of § 9 sections 16 - 21 of the Main Terms and Conditions apply accordingly.
8. Complaints shall be considered on the terms provided for in the current Main Terms and Conditions. The Operator declares that it will make every effort to ensure that complaints are considered without undue delay, within 14 business days with the possibility of extending the above-mentioned deadline to the deadline for considering complaints resulting from the Main Terms and Conditions.

§ 8. Payments

1. The amount of remuneration due to the Operator is the product of the Shipments sent and the basic price for the Allegro Paczkomat 24/7 InPost Service (increased by VAT) for one Parcel. Subject to the provisions of these Terms and Conditions, the amount of remuneration due to the Operator for services provided in connection with the delivery of the Shipment is determined by the current Price List available at each Parcel Service Point and on the Website. Remuneration for the ordered additional services will be added to the basic price in accordance with the current Price List.
2. All payments, including the payment of the remuneration due to the Operator, shall be made only in a non-cash form, via MP. The Sender is obliged to have appropriate funds on their MP account, including also the fees due for the courier collection and the fees referred to in § 2 sec. 4 of the present Terms and Conditions. The Operator reserves the right to refuse to provide services to the Sender, who does not have a sufficient amount of funds on their MP account required to pay for the ordered service. Provisions contrary to the content of this paragraph, contained in the Main Terms and Conditions shall not apply.
3. The amount of goods and services tax (VAT) at the currently applicable rate should be added to the amount of net remuneration due to the Operator.

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4. The Sender is obliged to pay in advance the remuneration due to the Operator.
5. The Operator may introduce the option of payment in arrears, i.e. the option of using a debit account, to the Sender, subject to the following terms:
 - a) The Sender must conclude an appropriate agreement with the Operator enabling the use of the debit account (post-paid);
 - b) The Sender must have a positive history of cooperation with the Operator (at least 3 months of using the Operator's services without any arrears);
 - c) The maximum monthly overdraft amount granted may not exceed 25% of the net turnover (net value of services purchased by the Sender from the Operator) for the last quarter (the above-mentioned overdraft amount is reviewed and updated quarterly);
 - d) The Sender will settle the amount of the debit within a period not exceeding 7 days from the end of each calendar month;
 - e) The Operator may unilaterally make due the entire amount used, and unpaid by the Sender, as well as refuse to continue to provide services also with the option of payment in arrears (debit account) in the event of a reasonable suspicion, which indicates the risk of the Sender not paying the amount of unpaid debit within the time limit specified in (d);
 - f) The Operator may unilaterally make due the entire amount used, and unpaid by the Sender, as well as refuse to continue to provide services also with the option of payment in arrears (debit account) in the event of at least one violation, by the Sender, of the rules for the validity of the debit account referred to in the present paragraph.

§ 9. Final Provisions

1. The provisions of these Terms and Conditions are binding on consumers, unless they have been expressly excluded in relation to them.
2. Matters that are not covered by these Terms and Conditions, shall be governed by the provisions contained in the current Main Terms and Conditions, as well as generally applicable provisions of law, and in particular the Postal Law Act and the Act of 23 April 1964 - Civil Code (Journal of Laws of 1964, No. 16, item 93 as amended)
3. Collection of the Shipment, in addition to the authorization methods specified in the Main Terms and Conditions, is also possible through the collection code, which may be made available in: 1) the "Allegro" mobile application, or 2) on the Allegro.pl website (belonging to the company indicated in the next sentence), as part of the buyer's individual account on this website (Shipment Recipient), or 3) as part of the e-mail message sent to such buyer (Recipient) regarding the execution of orders placed on the Allegro.pl website. The "Allegro Mobile Application" should be understood as a mobile application belonging to Allegro.pl, sp. z o.o (KRS number: 0000635012), (not older than for Android 5.9.0, iOS 5.1.0) installed on the mobile devices of its users, enabling the use of the Allegro.pl portal within IOS operating systems (on iPhone and iPad devices), Android (on smartphone and tablet devices), Android systems (on smartphone and tablet devices).
4. The present Terms and Conditions enter into force on 17 June 2024, replacing the previous Terms and Conditions for the provision of the "InPost Paczkomat 24/7 Allegro" service provided by InPost Sp. z o.o., in force from 31 October 2024.