

Terms and Conditions of Shipment Collection Services by an InPost courier under Allegro Smart!

Valid since 01 November 2022



§ 1. General provisions

1. These Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") determine the principles of performing, by InPost Sp. z o.o. having its registered office in Kraków (hereinafter referred to as "**InPost**"), the pick-up service by InPost courier (hereinafter referred to as the "**Courier**") of shipments transferred by the Sellers as defined by the Allegro Terms and Conditions, under the SMART program (hereinafter referred to as the "**Collection Service**"), for which the sender is the company Allegro.pl Sp. z o.o. based in Poznań (hereinafter referred to as "**Allegro**").
2. The Collection Service is intended exclusively for persons offering sale of goods through the allegro.pl auction site (hereinafter referred to as the "**Seller**") under the SMART program, provided by Allegro according to the Terms and Conditions of the "Allegro Smart!" service for the Sellers, available at <https://allegro.pl>.
3. The Collection Service can be a transport service as defined by the provisions of the commonly binding law, consisting in receiving, by an InPost representative, of shipments transferred by the Seller and delivering them to an InPost branch in order to start the provision of the postal service on the basis of a separate contract concluded between InPost and Allegro.
4. The current Terms and Conditions are available on InPost's website, available at: <https://inpost.pl/regulaminy>. The Collection Service ordered by the Seller before the entry into force of the new Terms and Conditions will be performed on the terms binding on the day of ordering this service. InPost shall notify the Sellers about important changes in the Terms and Conditions, including prices and terms of performing the Collection Service, in the form of a notice sent at least 14 days in advance in MP as well as on InPost's website, available at <https://inpost.pl>.
5. The SMART program is a functionality offered to the Seller by Allegro based on a separate contract concluded between the Seller and Allegro, under which Allegro is responsible towards the Seller for the process of organizing delivery of the Seller's shipments to the persons buying the goods from the Seller on the Allegro.pl platform (Buyers).

§ 2. Terms of ordering and providing the Collection Service

1. The Collection Service is available for the Sellers mentioned in §1 section 2 above, only in relation to the goods offered through the Allegro.pl site under the SMART program and according to the Terms and Conditions of this program specified in §1 section 2 above, provided that they have an active individual account in the Parcel Manager online application (hereinafter referred to as "**MP**") configured and combined with an individual account on the allegro.pl auction site and have no overdue payments payable to InPost. The acceptance of the Terms and Conditions and the consent to the processing of the personal data in the scope necessary to properly provide the Collection Service are required before this service can be used, and are provided through the MP account.
2. A Collection Service order must be initiated through the Seller's individual account in MP or API (Application Programming Interface) of the MP application. To this end, InPost makes the following functions available in MP:
 - a) declaring the number of shipments to be received by the Courier,
 - b) ordering the Collection Service by ordering Courier pick-up to collect shipments from the Seller in the declared number,
 - c) entering the Seller's detailed data with a request for issuing a VAT invoice for the completed Collection Services,
 - d) other functionalities made available to the Seller in MP under the co-operation between Allegro and InPost.
3. In order to order the Collection Service, the Seller:

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- a) logs in to MP by entering their own e-mail address and individual password, known to the Seller,
 - b) orders and pays for the Collection Service when ordering shipment handling,
 - c) generates and prints the Shipment's shipping label,
 - d) sticks a label on the shipment in a permanent manner,
 - e) transfers the labeled shipments to the Courier in the number declared when ordering the Collection Service.
4. In order for InPost to start performance of the Collection Service, it must be ordered by the Seller through MP on a working day and before the limit time, as stipulated for the particular zone in accordance with the table below:

Zone "A"	until 16:00
Zone "B"	until 15:00
Zone "C"	until 14:00
Zone "D"	until 13:00

5. The hours specified in sect. 4 above are the limit hours for the Seller to place Courier shipment pick-up orders in MP. If the Seller places a shipment Courier pick-up order in MP after the limit hour for the zone in which the collection is to be made, this collection will occur on the following working day.
6. The day of sending a shipment collected by the Courier is:
 - 1) the working day when the Seller placed the shipment pick-up order before the limit hours, according to section 5 above or
 - 2) the working day following the working day when the Seller placed the shipment collection order, if the Seller placed this order after the limit hours, according to section 5 above, or
 - 3) the working day following the non-working day when the Seller placed the shipment pick-up order.
7. The division into zones indicated in the table in section 4 above depends on the location of the shipment Courier pick-up location and the postal code assigned to this location. The Seller may verify the zone with the location the Courier shipment pick-up is to be made from through the website: <https://inpost.pl>. InPost reserves the right to make changes of the zip code scopes assigned to the given zone, indicated on the above website, and they shall notify about this fact on the above mentioned site at least 10 days before the planned change, and this change will not be regarded as an amendment to these Terms and Conditions. Due to the above, InPost recommends the Seller wanting to order the Collection Service to verify the shipment collection location indicated before ordering the zone with,
8. The Collection Service orders can be placed by the Sender only on working days. The pick-ups will occur only on working days.
9. Shipments are collected by the Courier on a working day, according to the Seller's order in MP. After the order has been placed, the shipment will be collected on the working day when the order is executed, subject to item 11 below.
10. The limit hours specified in the table in section 4 above shall not apply to fixed courier pick-ups determined by InPost with the Seller by way of a separate contract, not being the Collection Service described in these Terms and Conditions.
11. If InPost is not able to collect the shipments on the particular day due to reasons attributable to the Seller, in the event of force majeure, or in the case of any violation of the provisions of the Terms and Conditions or the law by the Seller, the collection will be made on the next working day after the aforementioned reasons cease. If the collection is not possible again on this next day for the above indicated reasons, the pick-up order will be canceled and, for the next Courier pick-up, it is required to place a Collection Service order again,
12. The collected shipment is transported on the same day when it has been shipped (according to section 6 above) by the Courier to InPost's organizational unit, where InPost begins provision, for this Shipment, of the services covered by the contract concluded between InPost and Allegro.

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13. Under the Collection Service, the InPost Courier does not accept any shipments without an InPost shipping label generated through MP.

§ 3. Payment for the Collection Service

1. The payment for the Collection Service depends on the number of shipments transferred by the Seller to the InPost Courier, according to the following pricelist:

Net price for the Collection Service	PLN 5.56/1 piece	Fee for collection of one shipment by the InPost Courier under the Collection Service
	PLN 5.01/2 pieces	Fee for collection of two shipments by the InPost Courier under the Collection Service
	PLN 4.45/3 pieces	Fee for collection of three shipments by the InPost Courier under the Collection Service
	PLN 3.89/4 pieces	Fee for collection of four shipments by the InPost Courier under the Collection Service
	PLN 0.00/5 and more pieces	When five and more shipments have been transferred to the InPost Courier – no fee for the Collection Service.

2. The prices stated in section 1 above shall be increased by due Value Added Tax at the binding rate.
3. When determining the number of shipments, InPost will take account of the number of shipments within a single order in MP.
4. The Seller makes any payments for the Collection Service upfront, through MP, at the same time the Seller, in order to use the Collection Service, shall be obliged to have necessary funds on their account in MP. InPost shall have the right to refuse to provide the Collection Service to any Seller who does not have the sufficient amount of funds on their account in MP to pay for the Collection Services being ordered. Payments can also be made in arrears, on the basis of a separate written contract with InPost.
5. The collection service is free from any fees, if the Seller orders InPost at once the collection of 5 (five) and more Shipments, provided that the above indicated sum of shipments includes, apart from the Shipments transferred under the collection Service, also shipments sent by the Seller as the sender under the "Allegro Kurier InPost" service offered by InPost (under the Terms and Conditions of providing the "Allegro Kurier InPost" service by InPost Sp. z o.o.), "Allegro Paczkomat 24/7 InPost" (based on the Terms and Conditions of providing the "Allegro Paczkomat InPost" service provided by InPost Sp. z o.o.), courier and carriage services (based on the Terms and Conditions of providing Postal and Carriage Services by InPost Sp. z o.o.) and the "Paczkomat 24/7" service, (based on the Terms and Conditions of providing the "Paczkomat 24/7" service by InPost Sp. z o.o.). The provisions of this section shall apply only when sending or transferring shipments by a courier from the place earlier declared for collection by the Seller (User, Sender) in MP.

§ 4. Final provisions

1. A prior consent of InPost, expressed in writing, is required for the Seller's transfer of the rights or obligations resulting from the Collection Service Provision Contract to another entity.
2. InPost is authorized to refuse to provide the Collection Service to each Sender who delays payment of any remuneration due to InPost from the Seller for a period longer than 7 days.

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3. A working day as defined by the Terms and Conditions is a day Monday to Friday, except for Saturdays and statutory bank holidays.
4. Any provisions of these Terms and Conditions shall not apply with reference to agreements concluded with consumers, only if such provisions would be regarded as a forbidden contractual clause or practice violating consumers' collective interests. To the remaining extent, the provisions of the Terms and Conditions are binding upon a consumer if they haven't been explicitly excluded in the Terms and Conditions with reference to consumers.
5. The provisions of absolutely binding laws, in particular the Act - Carriage Law and the Civil Code, shall apply in any matters not regulated in these Terms and Conditions.
6. The Terms and Conditions come into force as of 1 November 2022, replacing the terms and conditions of 17 October 2022