

General terms and conditions – Navis Mobil d.o.o. – Renty

1. Initial terms

These terms and conditions are in accordance with Consumer protection act (ZVPot) and Protection of personal data act (ZVOP-1) and shall apply to all with the company Navis Mobil d.o.o. – Renty (hereinafter "Renty") in connection with its core business and the contracting party (hereinafter the

- These terms and conditions are included in rental agreement between contracting parties. Renty and the Renter confirm the validity of these terms and conditions by signing the rental agreement – contract. By signing the rental agreement, the contracting parties declare they are fully aware of the contents of these terms and accept them.
- Any violations of the provisions of general terms and conditions by either of the parties is a simultaneous breach of the rental agreement and allows the other party to immediately withdraw from the contract and the right to assert a claim for compensation for the damages.
- The rental agreement is territorially limited to the area of European Union (with the restrictions mentioned in the next paragraph).
- Driving and use of vehicles is prohibited in the following countries: Poland, Slovakia, Romania, Bulgaria, Hungary, Greece, Lithuania and Latvia. Insurance does not cover any damages done or theft of the vehicle in the restricted areas.
- The Renter commits that rented vehicle will not be used or taken beyond the borders of European Union or in the countries listed in the previous paragraph. Driving and using a rented vehicle outside the territory of European Union and in countries referred to in the previous paragraph is possible only after prior written agreement between the parties.
- The term "vehicle" or "motor vehicle" means a personal, cargo or any other vehicle that is rented and is delivered to the Renter for an agreed period of time.

- The term "damage" means any damage caused on or in the vehicle (including the windows, headlights, mirrors etc.)

2. Driving and using of the vehicle

- Vehicle rented on a contractual basis, where these terms and conditions are integral part of, may drive or operate
 - Persons over 21, who have been in possession of a valid driving license for at least 2 years;
 - Persons who are registered in the rental agreement as the person authorized to drive and use the vehicle.
- The conditions referred to in the previous paragraph must be met cumulatively.
- The vehicle, which is the subject of the rental agreement, shall not be used or operated:
 - to participate in automobile, sport or other competition and vehicle tests;
 - for the paid transportation of passengers or goods (eg. Taxi service);
 - to push or tow any vehicle or object;
 - for the activity of driving school;
 - to carry a greater number of passengers, as stated in the vehicle's registration;
 - for the transport of flammable, toxic or other dangerous substances and bulk goods;
 - to commit crime or other offense, which is prosecuted ex officio;
 - for further usage or rent to a third party;
 - in the case when the vehicle is not in roadworthy condition or in running order, and the Renter is aware of this;
 - by persons who are under the influence of alcohol, illegal drugs or other substances that could affect the ability to drive (eg. sedatives, hypnotics, etc.);
 - when driving off roads in categories I, II, and III;
 - in contrary to the traffic regulations of the country in which territory the vehicle is located;
 - in contrary to the purpose of use of the vehicle, described in the rental agreement between the Renty and the Renter.

- Smoking in the rented vehicle is forbidden! In the case of non-compliance with this provision, the Renter will be charged a fee of chemical cleaning according to the current pricelist and the potential costs of internal damage to the vehicle (eg. burns).
- The Renter is obliged to lock the rented vehicle after any use!

3. Reservations, deposit and payments

- Prices, contained in the pricelist at the time of renting the vehicle shall apply.
- Renting the vehicle may be subject to prior booking. When booking, certain percentage of rental value must be paid, which depends on prior agreement between parties. In the event of termination of the rent or early return of the vehicle, Renty retains the full amount of the reservation and thereby cover the loss of income incurred due to cancellation.
- The Renter is obliged to pay the deposit when renting the vehicle. The deposit is intended to cover any damage resulting from this contractual relationship and the calculation of the additional rental days in the case of a renewal of the rent or driving the extra kilometers. The amount of the deposit is from 800,00 – 2100,00 EUR. If the Renter pays an additional vehicle insurance according to the current pricelist, the amount of deposit is lowered at an agreed amount.
- If the Renter returns the car in perfect condition, his deposit is returned in cash at the end of the rent, or in three (3) working days to his bank account. In the event that the damages are higher than the deposit amount, the Renter undertakes to pay the price difference immediately.
- The price of rent must be paid at the conclusion of the rental agreement – contract. Price is determined by the duration of the lease, the vehicle type and other circumstances, as stated in the rental agreement. If the rental agreement specifically agreed deferral of payment, the payment deadline is 8 days after the return of the vehicle. In case of delay, statutory interest and costs will be charged.
- Upon issuance of the rented vehicle, Renty can request from the Renter reservation of funds to the Renter's credit card to guarantee the payment of rent. By providing the credit card, the Renter agrees to pay and debit submitted credit card.
- The Renter is responsible for all payments, penalties and fines, which are addressed to Renty during the rental period. The Renter is aware that his personal data will be forwarded to the police and other competent authorities upon their request.

4. Delivery and return of the vehicle

- The Renter checks out the vehicle at an agreed place, having met all the conditions and signing a rental agreement - contract. The Renter is authorized to operate the vehicle; the contract may additionally authorize a maximum of one person.
- By signing the contract, the Renter agrees that Renty keeps a copy of the Renter's driver license and identification document.
- The rented vehicle is at all times the property of Renty. The vehicle is handed over to the Renter in perfect condition and with all the statutory mandatory equipment and appropriate replacement tire.
- Vehicle condition report is an integral part of the rental agreement – contract. In the event that the Renter before the first use of the vehicle observes damage to the vehicle, caused prior to rent, the Renter must immediately inform Renty, otherwise it is considered that the vehicle has been issued in such condition as stated in Vehicle condition report.
- Upon check out of the vehicle, all documentation of the vehicle is handed over. Vehicle insurance policy is available to the Renter at the Renty offices. Documents of the vehicle may not be left in a parked vehicle!
- The Renter is responsible for the acquired documentation referred to in the preceding paragraph in the event of theft, loss or damage of the documents. The Renter shall be charged for the cost of issuing new documents.
- The Renter is obliged to return the rented vehicle on the date of expiry of the rental contract, at the time and place specified in the rental agreement - contract.
- The minimum rental period is 1 day (24 hours). If the Renter exceeds the agreed upon rental period for more than 60 minutes, he will be charged an extra day of rent.
- The Renter is obliged to return the vehicle in the same condition as received, ordinary wear and tear is excepted. The Renter is fully liable for the damage in the event that the agent and/or a third, unauthorized person operated the vehicle during the rental period.
- The Renter receives the vehicle externally and internally clean. The Renter is liable to return the vehicle in the same state as received. Otherwise, the Renter will be charged cleaning costs according to the current pricelist.
- The hire shall end after the vehicle is examined by a representative of Renty, and with the return of the vehicle, keys and vehicle documents to the responsible person of Renty. The Renter is responsible for the condition of the vehicle until the end of rental period, even if he was not present at the examination of the vehicle and/or did not sign the Vehicle condition report.
- The Renter is responsible for any damage in the interior of the vehicle and other possible damages not covered by insurance.
- Responsibility of the Renter ends when the vehicle is inspected by a representative of Renty.
- In the event that the Renter, after the expiration of the rental period, does not return the vehicle in accordance with the rental agreement and/or the rental agreement is not extended in time, or the Renter does not communicate with Renty in timely manner about the reservation of returning the vehicle, Renty is entitled to take the vehicle from the Renter and establish possession on it. The Renter further waives his possessory right on the vehicle and agrees not to institute any loss or seize claim after the vehicle has been taken away from him.

5. Extension of the rent

- The Renter has the right to extend the rent of the vehicle, which is the subject of a rental agreement - contract, no later than 24 hours before the agreed deadline in the contract. In the event of an extension of the rent less than 24 hours before the end of rental period, the rent is extended only by an explicit agreement with Renty.

6. Fuel and mileage policy

- The cost of fuel is not included in the cost of the rental.
- The Renter receives vehicle with a full tank. The Renter is obliged to return the vehicle with a full tank of adequate fuel, depending on the type of vehicle, at the end of rental period.
- If the vehicle is returned at the end of the rental period with a smaller amount of fuel as on delivery, the Renter is charged the cost of the missing fuel (at current rates, set by the Government of the Republic of Slovenia) and the administration cost in the value of 10,00 EUR (ten euros).
- The price of rental includes unlimited mileage, but not exceeding 300 km/day for rentals up to 7 days and up to 150 km/day for rentals longer than 7 days.
- In the case of changing the mileage at the time of rental, the mileage is determined by factory-fitted odometer in the vehicle, by checking the odometer at the beginning and at the end of rental period.
- Any interference with the odometer from the above paragraph and dashboard of the vehicle is prohibited! In the event of arbitrary interference in the odometer or the dashboard of the vehicle, the Renter is charged in a flat sum daily 500km/day for each day of the rent.
- In the event of failure of the odometer, the Renter is obliged to immediately notify Renty. If the Renter fails to do so, he shall be charged a flat sum of kilometers/day as stated in the previous paragraph.

7. Breakdowns and maintenance

- The Renter is obliged to take good care of the vehicle (periodic checks of the oil and water level, tire pressure, brake fluid, etc.).
- The Renter is obliged to immediately notify Renty of any break downs and act in accordance with the instructions of Renty.
- The Renter can order any repairs in amount of 20,00 EUR (twenty euros), to ensure the proper operation of the vehicle. For all major repairs the Renter needs the explicit consent of Renty.
- Vehicle repair or replacement of parts can only be performed by authorized service center. In the case of repair and/or replacement of components, the Renter must provide the parts replaced, receipts and invoices addressed to the official name and address of Renty.

- Renty reimburses the cost of repair and/or replacement of parts, unless the Renter is liable for the damage. Renty does not recognize the costs, if repairs are carried out without prior authorization, outside the authorized service center or the Renter fails to submit proof of payment, invoices and replacement parts.

- The Renter is responsible for causing damage to the vehicle, due to non-compliance with the provisions of this article of the general terms and conditions. The Renter is also obliged to reimburse Renty for all damages and potential lost earnings, due to inability to perform basic activities with the specific vehicle.
- Renty is committed to provide assistance in the event of mechanical problems, defects and damage to the vehicle, which makes it that such vehicle is immobilized, as soon as possible and that the vehicle will be replaced by another, unless the Renter used vehicle in breach of the third paragraph of the second article of these conditions.

8. Accidents

- In the event of an accident with a rented vehicle, the Renter is obliged to protect the interests of Renty and insurance company, at which the rented vehicle is insured. In addition, the Renter is obliged to immediately inform Renty about the accident.
- In case of an accident with a rented car, the Renter must submit a written statement with sketch about the accident and fill in the "European Accident Report". The Renter also takes note of the names and addresses of participants in the accident and any witnesses. The Renter must not leave the place of harmful event, and must protect the vehicle until it is secured or removed to safety.
- The Renter is obliged to call the police in case of an accident, wait for their arrival and the composition of the official record of an accident and to obtain a copy of the report.
- In the case of non-compliance with the provisions of this article of the general terms and conditions, the Renter is liable for the damage and any loss of profit that would result.

9. Theft and fire

- The Renter is responsible for the damage caused to the rented vehicle, caused by a possible fire or theft of the vehicle, unless third party liability is proven. Third party liability is considered to be proven, when the insurance company establishes and returns the entire damage.
- The Renter must immediately report the event of theft or fire of the vehicle, to the police or other competent authority. The Renter is also obliged to immediately inform Renty of such event. If the Renter does not inform Renty, he himself is responsible for all damage.

10. Insurance and liability of the Renter

- Vehicles that are subject to rental agreements are insured in accordance with applicable regulations of the Republic of Slovenia and the general terms and conditions of the insurance company.
- Insurance policies of individual vehicles are available to look at in the offices of Renty.
- Notwithstanding the insured policies of individual vehicles, the Renter is obliged to reimburse Renty any possible damage to the vehicle, which is the subject of the rental agreement in the following cases:
 - the damage inside the vehicle, damage to the wipers, radio antenna and the other accessories (eg. Mirrors);
 - the damage to the undercarriage of the vehicle, damage to the tires and wheels;
 - the damage caused by driving under the influence of alcohol, illegal drugs or other substances and medicines, where the vehicle management is not recommended;
 - if the damage is caused intentionally or negligently;
 - if the Renter escapes from the place of accident or in breach of his obligations;
 - if at the time of the damage being done, the Renter did not have a valid driving license;
 - if damage occurs due to non-compliance with the provisions of article 2 of these terms and conditions;
 - in the case of driving on the flooded road;
 - In other cases, which are exempted from insurance.

- The Renter, in the cases provided for in the preceding paragraph, shall be responsible for the cost of the damage done to the vehicle.

- Renty reserves the right to investigate any damage to the vehicle, which is identified during a period of 5 (five) working days after the end of the rental period, and notify and charge the Renter for it.

- The Renter is obliged to cover any difference in the amount of incurred or caused damage, in excess of the maximum insurance coverage of claims by individual insurance policy for the vehicle.

- In the event of damage to the vehicle or traffic accidents, the Renter is charged the amount from this list:

- Škoda Citigo, Opel Adam – up to 800,00 EUR, Opel Corsa or similar – up to 1000,00 EUR
- Opel Astra, Peugeot 2008, Opel Mokka – up to 1500,00 EUR
- Opel Vivaro – up to 1500,00 EUR
- Opel Insignia – up to 2500,00 EUR
- It is possible to reduce the Renter's liability for damages to the vehicle as referred in previous paragraph, if the Renter chooses the option of additional insurance (hereinafter SCDW – Super Collision Damage Waiver). For additional security in the daily amount of 10,00 EUR for the vehicle Škoda Citigo, Opel Adam, Opel Corsa, Opel Astra or similar, the Renter's liability is reduced to the total of 0,00 EUR. In the daily amount of 15,00 EUR for the vehicles Opel Insignia and Opel Vivaro, the Renter's liability is reduced to the amount of 0,00 EUR.
- Additional insurance (SCDW) can be concluded only when renting a vehicle for more than three days.
- In case of accidents or damage to the vehicle, the additional insurance applies only to the first damage done to the vehicle. The Renter is fully responsible for any further damages to the vehicle!
- Additional insurance does not cover damage to the tires, wheels, accessories, roof or undercarriage of the vehicle and the damage to the keys.

11. Liability claims

- Renty is not responsible for the renter's property, or the property of another person's, that is left in the rented vehicle or on it.
- By signing the rental agreement, the Renter explicitly waives any claims that would arise under this article and the associated damage.

12. Protection of personal data

- By signing this rental agreement – contract, the Renter allows Renty to:
 - use the personal data to fulfill their contractual obligations and the enforcement of the rights arising from the contractual relationship,
 - The Renter explicitly permits forwarding of their personal data in the event of failure to comply with contractual obligations under this contract,
 - To save the personal data for 3 (three) years.

13. Other terms

- The Renter is responsible for all additional equipment, listed in the rental agreement and/or Vehicle condition report and the proper functioning of it. Renty is justified to demand reimbursement from the Renter for the damages on the equipment, if damaged during rental period. In case of theft or total destruction of equipment, Renty can demand reimbursement of the full value of the equipment.
- Any amount of damage from the previous paragraph can be paid from the deposit. If the damage is greater than the deposit, Renty has the right to request from the Renter difference to the total value of the equipment.
- Renty is not responsible for the additional equipment during the rental period, nor liable for its full and proper functioning or safety of the latter. Responsibility for the equipment lies on the Renter or equipment manufacturer.
- During the rental period, none of provisions of the contract can be changed, except when it is a common wish of both parties. Any changes to the contract must be made in the same form as agreed in the original contract.

14. Dispute resolution

- Disputes arising in connection with the terms of the rental agreement – contract will be resolved consensually, otherwise the dispute will be referred to competent court in Ljubljana.

15. Final terms

- Rental agreement - contract is printed and signed in duplicate. The Renter receives one signed copy, the second one keeps Renty. Rental agreement – contract shall enter into force when signed by both parties.