



Prezemni podatki/pick up

Ime/name:

Datum/date: / /

Ura/time: : am/pm

Registrska številka/
reg. no.:

Model/model:

Parkirišče/bay:

Podatki o vračilu/return details

Datum/date: / /

Ura/time: : am/pm

Stanje števca/
km reading

Nivo goriva/fuel level: 0 1/8 1/4 3/8 3/4 7/8 F

Ali ste napolnili gorivo med najemom?

Did you refuel the vehicle during this rental?

Da/yes: Ne/no:

Podaljšanje najema

Prosimo pokličite vašo lokacijo prevzema vozila.

Telefonsko številko najdete na vaši najemni pogodbi.

To extend your rental

Please call your rental location. Telephone number can be found on the rental record.

VRAČILO IZVEN DELOVNEGA ČASA POSLOVALNICE

To je dovoljeno samo v določenih poslovalnicah.

Prosimo prepričajte se, da imate dovoljenje za vračilo vozila izven delovnega časa poslovalnice.

V primeru vračila izven delovnega časa ste osebno in v celoti odgovorni za izgubo/poškodbe, do prevzema s strani Hertz osebja.

Prosimo izpolnite vse okvirčke na prednji strani zloženke, ter nato pustite ključve in dokumente vozila v Hertz nabiralnik.

V primeru, da tega ne storite, vam bomo zaračunali najem do odpiranja poslovalnice oz. dokler ne dobimo zahtevanih dokumentov in ključev.

1. Prosimo poskrbite, da bo vozilo pravilno in varno parkirano na Hertz ali drugem ustreznem parkirišču.
2. Preverite, da v vozilu ni vaših osebnih predmetov in daje vozilo pravilno zaklenjeno.
3. Pod nobenim pogojem, ne izročajte ključev in dokumentov osebam na parkirišču, če tudi se predstavljajo kot Hertz zaposleni.

RETURNING OUTSIDE NORMAL OPERATING HOURS

This is permitted at certain locations only.

Please ensure that you have authorisation to return out of operating hours.

Returning out of operating hours makes you liable for any loss/damage as you will remain responsible for the vehicle until we are able to access it.

Please complete the boxes on the front page of this wallet, then put the keys and all documentation with any car park ticket through the Hertz Keybox.

Failure to do so will result in the charging period continuing until the location is next open.

1. Please make sure you are parked safely and legally in the Hertz car park or other secure place.
2. Check that none of your possessions are left in the vehicle and make sure that it is properly locked and the alarm is set (if applicable).
3. Under no circumstances should the keys be given to anybody when you park the car, even if they present themselves as a Hertz employee.

HERTZ POMOČ V PRIMERU NESREČE

V primeru, da se vam zgodi nesreča.

1. Vedno kličite Policijo (klicna številka 113) ali 112 (v primeru, da potrebujete medicinsko pomoč in/ali gasilce)
2. Ne priznajte krivde v dogodku in nikomur ne izročajte denarja.
3. Izpolnite EU poročilo o nesreči, ki se nahaja pri avtomobilskih dokumentih. Poročilo izročite Hertz osebju ob predaji vozila. Poročilo mora biti izpolnjeno tudi v primeru, da vaše vozilo ni poškodovano.
4. Ne vozite vozila, če niste prepričani, da je varno.
Prosimo upoštevajte tudi 11 člen v Najemnih določbah in pogojih (T&C)
Pokličite Hertz poslovalnico, katera je navedena na pogodbi in zahtevajte nadaljnja navodila.

Hertz ACCIDENT ASSISTANCE

If you have an accident

1. Always call the police to the incident. In Slovenia dial 113 to contact the police, dial 112 to contact ambulance and/or fire services.
2. Do not admit to any fault relating to the incident. Do not give money to any person.
3. You must complete a Hertz Accident Report Form, which is with the car documents. The completed form must be handed to a Hertz member of staff when you return the car. A Hertz Accident Report Form must be completed even if there is no damage to the car.
4. Do not attempt to drive your car unless you believe it is safe to do so. Please also refer to section 11 of the Terms and Conditions.
Call the Hertz location on your Rental Record if you require additional Assistance

SPLOŠNI POGOJI NAJEMA VELJAVNI OD 1. AVGUSTA 2014

Rienhoff d.o.o., imetnik mednarodne franšize Hertz, (v nadaljevanju naveden kot »Hertz« ali »mi«) vam daje v najem motorno vozilo v skladu temi Splošnimi pogoji najema, ki dopolnjujejo določbe, navedene v Najemni pogodbi, in predstavljajo sestavni del te pogodbe. Z najemom tega motornega vozila potrjujete, da sprejemate posebne določbe Najemne pogodbe in te Splošne pogoje najema in se jih zavezujete v celoti spoštovati.

1. UVODNE DOLOČBE

Pravice in obveznosti, navedene v Najemni pogodbi in teh Splošnih pogojih najema (v nadaljevanju se skupaj navajata kot »ta Pogodba«), se nanašajo na uporabo motornega vozila, ki je predmet najema. Teh pravic in obveznosti ne morete prenesti. Potrjujete, da je najeto motorno vozilo v lasti Hertza in da je vsak poskus prenosa pravic na tem vozilu ali oddaje le-tega v podnajem s strani osebe, ki ni Hertz, ničen. Hertz vam dovoljuje uporabo najetega vozila le pod pogoji in v skladu z določbami te Pogodbe. V času najema morate vedno imeti s seboj Najemno pogodbo, ki se nanaša na dotični najem; na zahtevo policije morate Najemno pogodbo pokazati.

2. (NE)DOVOLJENI UPRAVLJALCI VOZILA

Najeto vozilo lahko upravljate oziroma vozite le vi kot najemnik ali druga oseba, glede katere je Hertz ob pričetku najema vozila privolil, da lahko upravlja z najetim vozilom oziroma ga vozi, in so podatki te osebe navedeni v Najemni pogodbi (kot dodatni voznik). Zavezujete se, da vozila ne bo upravljala oseba, vključno z vami, ki:

ne izpolnjuje osnovnih Hertzovih zahtev glede starosti in veljavnega vozniškega dovoljenja, ki veljajo v času in kraju najema, kot tudi drugih minimalnih zahtev, ki veljajo v času in kraju najema in s katerimi ste seznanjeni ob pričetku najema ali pred njim; ali

je preutrujena ali pod vplivom alkohola, drog, zdravil ali katerih koli drugih prepovedanih ali dovoljenih substanc, ki lahko povzročajo motnje zavesti in zmanjšujejo sposobnost hitrega odzivanja.

3. PREVZEM / DOSTAVA IN VRNITEV VOZILA

Hertz vam izroča v najem vozilo v generalno dobrem in voznem stanju z vsemi potrebnimi dokumenti, deli in dodatki.

Soglašate, da boste vozilo Hertzu vrnili v enakem stanju, kot vam je bil izročeno v najem, upoštevajoč obrabo, nastalo zaradi običajne uporabe vozila, ter z istimi izročeni dokumenti, deli in dodatki v poslovalnico ter na dan in ob uri, kot je dogovorjeno v Najemni pogodbi.

Ob pričetku najema vozila in ob njegovi vrnitvi vozilo pregledate vi in Hertz. Hertz vam predloži zapisnik, ki vsebuje morebitne ugotovljene poškodbe, glede katerih obe stranki soglašata. Razumete in sprejemate, da ste, ne glede na okoliščine, Hertzu odgovorni za vsakršno izgubo oziroma poškodbo vozila, dokumentov, delov vozila ali njegovih dodatkov, ki nastane med najemom.

Vozilo mora biti vrnjeno v dogovorjeno poslovalnico Hertza v času, ko le-ta običajno obratuje. V kolikor vozilo vrnete izven običajnega obratovalnega časa poslovalnice, ste se dolžni ravnati po navodilih za vrnitev vozila izven obratovalnega časa, ki velja v dotični poslovalnici, pri tem pa ste odgovorni za vsakršno izgubo, krajo oziroma poškodbo vozila vse dokler ta poslovalnica ne začne obratovati. Če ne ravnate v skladu z navodili za vrnitev vozila izven obratovalnega časa poslovalnice, ste odgovorni za vsakršno izgubo, krajo oziroma poškodbo vozila kot tudi za plačilo časovnih doplačil, doplačil za izbirne storitve in kakršnih koli drugih doplačil, navedenih v Najemni pogodbi vse dokler osebju Hertza ni omogočen dostop do vozila.

Če Hertz v katerem koli času privoli, da vozilo vrnete na kraj, ki ni Hertzo-va poslovalnica, ali da bo vozilo Hertz prevzel, ste odgovorni za vsakršno izgubo, krajo oziroma poškodbo vozila vse dokler vozilo ni prevzeto s strani Hertza.

Če vozila ne vrnete na dogovorjen kraj vrnitve ali prevzema znotraj

določenega časa po preteku dogovorjenega časa vrnitve ali prevzema - v t.i. času oprostitev zamude (kot je definiran v naslednji povedi) - vam bo za vsak dan ali del dneva zamude z vrnitvijo zaračunan dodaten dan najema vozila vključno z doplačili za izbrane izbirne storitve po veljavni ceni za dan. "Čas oprostitev zamude" je časovno obdobje v trajanju, ki je navedeno v Najemni pogodbi, ali v trajanju 30 minut, če le-to ni določeno v Najemni pogodbi.

Soglašate, da ima Hertz v primeru, da vrnjeno vozilo za vrnitev v stanje pred dotičnim najemom, upoštevajoč obrabo, ki je posledica običajne uporabe, potrebuje več kot standardno čiščenje, pravico dodatno zaračunati strošek čiščenja v razumno sprejemljivi višini. V standardno čiščenje ni vključeno npr. odstranjevanje živalskih dlak.

Hertz si pridržuje pravico kadarkoli odstopiti od Najemne pogodbe s takojšnjim učinkom (tj. brez odpovednega roka), če ugotovi, da za to obstaja utemeljen razlog (npr. če je zoper vas uveden insolvenčni postopek). V tem primeru Hertz vzame vozilo nazaj v svojo posest sam ali preko posrednika na vaše stroške. Enako velja, če deloma ali v celoti kršite najemne pogoje. Posledica odpovedi najemnega razmerja brez odpovednega rok je takojšnja odpoved omejitve odgovornosti, izključitve odgovornosti, Zavarovanja za primer kraje vozila in Osebnega zavarovanje, ki se tiče vas.

4. VAŠA ODGOVORNOST ZA ŠKODO

Z izjemo omejitev odgovornosti, ki izhajajo iz vašega sprejema izbir, navedenih v točki b. tega člena, odgovarjate Hertz u za povračilo vse razumne izgube in vseh razumnih stroškov, ki so nastali Hertz u zaradi izgube, poškodbe ali tatvine vozila, njegovih delov ali dodatkov, ki so se zgodile v času najema. Vaša odgovornost lahko vključuje povračilo stroškov popravila, povračilo zmanjšanja vrednosti vozila, povračilo izgubljenega dobička, povračilo stroškov vleke in hrambe in povračilo administracijskega stroška, ki obsega naše stroške za obravnavo vsakršnega zahtevka, ki izhaja iz škode povzročene vozilu, razen če je za nastalo škodo odgovoren Hertz ali če vso izgubo in stroške krije tretja oseba ali njen zavarovatelj.

Pod pogoji, da se ravnete v skladu z določbami te Pogodbe in da izguba, poškodba ali tatvina ni povzročena namenoma ali iz hude malomarnosti z vaše strani ali strani pooblaščenega voznika oziroma da ni povzročena s strani nepooblaščenega voznika, je vaša obveznost plačila odškodnine lahko omejena kot sledi:

če sprejmete Zavarovanje odgovornosti za primer kraje vozila (»TP«), kot je navedeno v Najemni pogodbi, je vaša obveznost povračila za izgubo ali poškodbo vozila, ki je posledica tatvine, poskusa tatvine ali vandalizma, omejena na znesek, ki je določen v Najemni pogodbi;

če sprejmete Zavarovanje odgovornosti za primer nezgode (»CDW«), kot je navedeno v Najemni pogodbi, je vaša obveznost povračila za izgubo ali poškodbo vozila, njegovih delov ali dodatkov, ki ni posledica tatvine, poskusa tatvine ali vandalizma, za vsak primer takšne izgube ali poškodbe, ki izhaja iz posameznega dogodka, omejena na znesek, ki je določen v Najemni pogodbi. To zavarovanje se nanaša tudi na naravne nesreče (toča, poplave, zemeljski plazovi, itd.)

če sprejmete Super kritje (»SC«), kot je navedeno v Najemni dokumentaciji, prejmete koristi Zavarovanja odgovornosti za primer nezgode (CDW) in Zavarovanja odgovornosti za primer kraje (TP) in vaša obveznost povračila zneska, ki je na podlagi CDW in TP, je izključena glede obeh teh zavarovanj.

Odgovornost za povračilo škode na nadgradnjah tovornjakov (prtijažnik, platno, ogledala, zadnje in stranske plošče, itd.) in odgovornost za plačilo škode, ki se lahko pripiše tovoru, preobremenitvi ... se ne more omejiti ali izključiti.

Niti Zavarovanje odgovornosti za primer nezgode (»CDW«) niti Super kritje (»SC«) ne krijeta odgovornosti za povračilo škode na nadgradnjah vozila in odgovornosti za povračilo škode za izgubo dokumentov vozila, ključev vozila, registrskih tablic, podvozja, notranjosti vozila, pnevmatik, strehe, točenje napačnega goriva v rezervoar in drugih dodatkov.

5. PREPOVEDANA UPORABA VOZILA

Pooblaščen ste za upravljanje oziroma vožnjo vozila pod pogoji, določenimi v tem 5. členu in v 2. členu teh Splošnih pogojev najema, ter pod pogojem, da vozilo ves čas uporabljate odgovorno. Če ne spoštujete teh pogojev, ste Hertzu odgovorni za povrnitev kakršne koli obveznosti Hertza ter kakršnih koli razumnih izgub ali stroškov, ki nastanejo Hertzu kot posledica vaše kršitve teh pogojev. Poleg tega lahko izgubite ugodnosti odstopa od uveljavljanja odgovornosti ali zavarovanja, ki ste ga izbrali. Če ravnate v nasprotju s to Pogodbo, si Hertz pridržuje pravico, da vam kadarkoli in na vaše stroške vozilo vzame (brez predhodnega obvestila, razen če je le-to obvezno na podlagi predpisov).

Za vozilo morate skrbeti in zagotoviti, da je zaklenjen, zavarovan in parkiran na varnem mestu, kadar ni v uporabi, ter nastaviti in uporabiti varnostne naprave, ki so na voljo. Kadar v vozilu ni nikogar, morate radio oziroma prednjo ploščo radia ter navigacijske naprave, ki se lahko snamejo, odstraniti in spraviti na varno mesto. Varnostne pasove, otroške sedeže in drugo otroško varnostno opremo morate uporabljati kot je predpisano.

Dolžni ste uporabljati ustrezno gorivo, po prevoženih 1000 km morate preverjati olje in količino drugih tekočin in jih po potrebi dotočiti. Če imate zaradi nesreče ali mehanske okvare kakršne koli probleme, morate kontaktirati Hertz na številko, ki ste jo prejeli ob najemu. Nihče ne sme servisirati ali popravljati vozila brez predhodnega izrecnega dovoljenja Hertza.

Vozila ne smete uporabljati ali pustiti, da se uporablja:

za prevoz potnikov proti plačilu;

za prevoz tovora proti plačilu;

za vleko ali potiskanje vozila, prikolice ali drugih predmetov;

izven ceste ali na cestah, ki niso primerne za najeto vozilo;

kadar je preobremenjen ali če tovor ni ustrezno zavarovan;

za prevažanje predmetov ali substanc, ki lahko, zaradi svojega stanja ali vonja, škodujejo vozilu in/ali zahtevajo od Hertza odložitev ponovnega oddajanja vozila v najem;

za udeležbo na kakršni koli dirki, rallyju, testu ali drugem tekmovanju;

v nasprotju s prometnimi ali drugimi predpisi;

za kakršne koli nezakonite namene;

za oddajo v podnajem;

za vožnjo v prepovedanih območjih kot so med drugim letalske vzletno-pristajalne steze, letališke servisne ceste in povezana območja;

za usposabljanje voznika;

v nasprotju s katero od zahtev glede voznika iz 2. člena teh Splošnih pogojev najema.

Možnost uporabe vozila v tujini je omejena zaradi tehničnih razlogov v zvezi z zavarovanjem. Za uporabo vozila v določenih tujih državah je za izključitev odgovornosti, omejitev odgovornosti in za zavarovanje pred krajo potrebno plačati še dodatno. V določene tuje države pa ni dovoljeno vstopiti z vozilom najetim v Sloveniji. Če kršite omejitve in pogoje glede uporabe vozila v tujini, ste v polni meri odgovorni za povračilo vse (direktne in indirektne) škode na vozilu in ste tudi v primeru izgube vozila ne glede na okoliščine odgovorni za plačilo vseh stroškov.

6. PLAČILO NAJEMA

Cena najema, katero ste dolžni plačati, je posebej dogovorjena; če ni izrecno dogovorjeno drugače, ste dolžni plačati ceno najema v skladu s Hertzovim veljavnim objavljenim Cenikom. Plačilo za najem zapade nemudoma; strinjate se, da boste v primeru zamude plačali zamudne obresti po stopnji 3 mesečni Euribor+6% letno; poleg tega boste v primeru zamude s plačilom dolžni Hertzu povrniti stroške, ki jih je le-ta utrpel zaradi vaše zamude kot npr. zlasti stroški izterjave, ki vključujejo tudi izvensodno izterjavo preko izterjevalnih agentov oziroma odvetnikov. Če želite plačati s kreditno kartico, morate ob podpisu Najemne pogodbe Hertz pooblastiti, da lahko izdajatelju kreditne kartice naroči, da na kartici rezervira dovolj sredstev, in opravi avtorizacijo vsaj za kritje vseh predvidenih stroškov. V primeru plačila s kreditno kartico boste prav tako morali pooblastiti Hertz, da lahko brez vaših nadaljnjih navodil

direktno bremeni vašo kreditno kartico za kakršne koli dodatne obveznosti, ki izhajajo iz vaše uporabe vozila, kot so npr. stroški odbitne franšize, povračilo za škodo na vozilu, povračilo za izgubo dokumentov vozila oziroma za izgubo ključev vozila ali dodatkov, stroški, ki niso navedeni na Najemni dokumentaciji, kot npr. doplačilo za enosmerno pot, doplačilo za točenje goriva, doplačilo za zamudo pri vrnitvi, doplačilo za dodatnega voznika, doplačilo za dodatno čiščenje, ter plačilo cestnin, glob ali drugih plačil, ki izhajajo iz prometnih prekrškov, storjenih v času najema (vključno z administrativnimi stroški).

Vi in katerakoli oseba, glede katere s Hertzovo privolitvijo izrecno odredite, da naj se ji zaračuna cena najema, ste solidarno odgovorni za plačilo. Če odredite, da naj se cena najema zaračuna določeni osebi, s tem zagotavljate, da ste za to odreditev pooblaščen.

7. CENA NAJEMA

Za vsak najem, sklenjen v skladu s to Pogodbo, cena najema, navedena v Najemni pogodbi odraža uporabo vozila, kot ste se zanjo dogovorili ob začetku najema. Le-ta vključuje osnovno ceno najema, plačilo za dodatne kilometre, obvezna doplačila in plačila za morebitne izbirne ali pomožne storitev, ki ste jih izbrali ob rezervaciji ali najemu, in davke obračunane po predpisani davčni stopnji.

Osnovna cena najema se obračuna za najmanj en dan najema (24-urno obdobje, ki se začne z uri pričetka najema) in vključuje obvezno zavarovanje glede odgovornosti do tretjih oseb in morebitne druge storitve, navedene v Najemni dokumentaciji. Lahko se dogovori za posebno ceno najema, ki vključuje vsa ostala doplačila, za obdobje, krajše od minimalnega časa najema.

V določenih poslovalnicah se lahko zaračunajo dodatna obvezna doplačila, med katerimi so tudi Plačilo za strošek registracije vozila (VFL) (s katerim prispevate svoj delež h kakršnim koli obveznim stroškom, ki jih mora Hertz plačati, da je vozilo lahko na cesti), Pristojbina za uporabo lokacije (ki odraža večji strošek oddaje vozil na nekaterih lokacijah) in Doplačilo za mladega voznika (ki pride v poštev v primeru, da ste vi ali morebitni dodatni voznik stari manj kot 25 let).

Poleg plačil, navedenih v Najemni dokumentaciji, lahko uporaba vozila v času najema privede do dodatnih obveznosti, ki lahko predstavljajo med drugim povračilo za izgubo ali poškodbo vozila, plačilo storitve točenja goriva, doplačilo za zamudo pri vrnitvi vozila, doplačilo za dodatnega voznika, doplačilo za dodatno čiščenje ter plačilo cestnin, glob ali drugih plačil, ki izhajajo iz prometnega prekrška, storjenega v času najem (vključuje plačilo razumnih administrativnih stroškov v skladu s točko b. 13. člena teh Splošnih pogojev najema).

Dokončno se cena najema izračuna po vrnitvi vozila.

8. STROŠEK STORITVE TOČENJA GORIVA

Vozilo vam je izročeno s polnim rezervoarjem goriva. Če vozila ne vrnete s polnim rezervoarjem goriva, vam Hertz zaračuna storitev točenja goriva, ki pokriva gorivo in storitev točenja, in sicer po ceni, navedeni v Najemni pogodbi.

Vendar, če ste se v skladu z navedenim v Najemni pogodbi ob pričetku najema odločili kupiti poln rezervoar goriva z izbiro možnosti Nakup goriva, vam ob vrnitvi vozila ni potrebno plačati storitve točenja goriva (vendar pa ne boste prejeli kredita za gorivo, ki ob vrnitvi ostane v rezervoarju). Namesto tega boste plačali za gorivo, ki ste ga kupili ob pričetku najema, v znesku, navedenem v Najemni dokumentaciji.

9. ODGOVORNOST ZA PREMOŽENJE

Hertz ne odgovarja ne vam ne kateremu koli pooblaščenemu vozniku ali potniku za izgubo ali poškodbo premoženja, puščenega v vozilu v času najema ali po prenehanju najema, razen če je ta izguba ali poškodba posledica Hertzove malomarnosti ali kršitve te Pogodbe. Za to premoženje odgovarjate sami.

10. ZAVAROVANJE ODGOVORNOSTI DO TRETJIH OSEB; IZKLJUČITEV ODGOVORNOSTI

Hertz je po zakonu dolžan priskrbeti zavarovanje odgovornosti do tretjih oseb. To kritje je vključeno v osnovno ceno najema.

Soglašate s tem, da Hertzu povrnete, kar je bil dolžan plačati:

zavarovatelju, kot povračilo za vsakršno plačilo, ki ga je le-ta opravil tretji osebi v vašem imenu in/ali

tretji osebi, ki utrpí poškodbe ali umre ali kateri nastane škoda na premoženju,

zaradi uporabe vozila z vaše strani ali s strani pooblaščenega voznika, ki predstavlja kršitev 2. člena ((Ne)Dovoljeni upravljavci vozila) ali 5. člena (Prepovedana uporaba vozila) teh Splošnih pogojev najema.

11. NESREČA, KRAJA IN VANDALIZEM

O vsakršni prometni nesreči, izgubi, poškodbi ali kraji, ki vključuje najeto vozilo, ste dolžni nemudoma obvestiti policijo in Hertz.

V primeru nesreče ne smete priznati odgovornosti, kogar koli oprostite odgovornosti, poravnati kakršnega koli zahtevka oziroma sprejeti kakršne koli omejitve odgovornosti, temveč si morate zabeležiti imena in naslove vseh vpletenih v nesrečo, vključno s pričami.

Ob vračilu vozila morate Hertzu vedno oddati v celoti izpolnjen Hertzov obrazec EU Poročilo o nesreči ali kraji. V primeru kraje morate Hertzu vrniti ključe in morebitni daljinski upravljalec naprave proti kraji. V primeru neupoštevanja zahtev v tem 11. členu je vsako izbirno zavarovanje, za katerega se odločite, da bi zmanjšali ali izključili svojo odgovornost za povračilo škode (vključno s CDW, TP in SC), neveljavno.

Strinjate se, da boste s Hertzom in našimi zavarovatelji sodelovali pri kakršni koli preiskavi ali naknadnemu sodnemu postopku, ki je posledica izgube ali poškodbe vozila.

12. OMEJITVE ODGOVORNOSTI

V skladu s točko b. tega člena Hertz ne odgovarja ne vam ne nobeni tretji osebi za kakršno koli izgubo ali škodo, ki izhaja iz najema, razen če je posledica naše malomarnosti ali namerne kršitve ali kakršne koli druge kršitve te Pogodbe s strani Hertza. Hertz ne odgovarja za nobeno posredno ali nepredvidljivo izgubo ali škodo, vključno z izgubo dobička ali izgubo priložnosti.

Nič iz prejšnje točke a. tega odstavka ne more izključiti ali omejiti Hertzove odgovornosti za smrt ali telesne poškodbe, ki so posledica Hertzovih dejanj ali opustitev dejanj ali kakršne koli druge odgovornosti, ki jo po zakonu ni mogoče izključiti.

13. PARKIRNI IN PROMETNI PREKRŠKI

Plačilo cestnin in parkirnin, ki so posledica uporabe najetega vozila, je v celoti vaša obveznost. Prav tako ste v celoti odgovorni za vse globe in druge sankcije za kršitev prometnih predpisov (vključno z ostalimi taksami), ukazov, prepovedí ter kakršnih koli drugih zakonov in predpisov, ki so posledica teh kršitev pri uporabi najetega vozila.

V kolikor je Hertz primoran plačati in/ali obravnavati omenjene cestnine, stroške, kazni, plačila ali spremljajoče stroške, se strinjate, da vam lahko zaračunamo vsoto, ki jo moramo plačati, ter razumen administrativni strošek za urejanje takšnih zadev.

Hertz vam na prošnjo priskrbi kopijo vsakega prejetega obvestila o kršitvi prometnih predpisov.

14. OSEBNO ZAVAROVANJE/ ZAVAROVANJE POTNIKOV ZA PRIMER NEZGODE

S podpisom Najemne pogodbe, v kateri sprejemate Osebno zavarovanje/ Zavarovanje potnikov za primer nezgode ("PAI"), se zavezujete plačati dodatek, kot je določena z veljavnim cenikom, v zameno pa vam je zagotovljeno osebno zavarovanje/zavarovanje potnikov z vsakokrat veljavnim kritjem. Obseg tega kritja je v skladu s splošnimi pogoji zavarovanja v Sloveniji. Omejitve tega kritja so odvisne od prevladujočih pogojev trga,

kot jih ugotovijo zavarovatelji; te omejitve se spreminjajo brez predhodnega obvestila.

15. VAŠI OSEBNI PODATKI

S podpisom Najemne pogodbe potrjujete, da nimate nikakršnih zadržkov proti temu, da vaše osebne podatke elektronsko shranimo in obdelamo skupaj z Najemno pogodbo ter da vaše osebne podatke uporabimo za zakonite namene, vključno z statistično oceno, preverjanjem kreditne sposobnosti in zavarovanje našega premoženja. V primeru, da kršite Najemno pogodbo ali te Splošne pogoje najema, lahko vaše podatke posredujemo tretjim osebam za to, da zagotovimo uspeh naših zahtevkov ali da preprečimo, da nam nastane materialna škoda.

Razumete in sprejmate, da uporaba CDP številke ("Corporate Discount Program Number"), povezana z gospodarskim subjektom, narekuje, da temu gospodarskemu subjektu omogočimo dostop do vaših osebnih podatkov.

Več informacij v zvezi s to točko vsebuje Hertz Confidentiality Declaration (Pravilnik o varstvu osebnih podatkov), kopija katere vam je na voljo v najemni izpostavi/poslovalnici na prošnjo in na naši spletni strani.

16. KONČNE DOLOČBE

V kolikor katera koli določba Najemne pogodbe ali teh Splošnih pogojev najema je ali postane na podlagi prava, ki se uporablja, v celoti ali deloma nična, v nasprotju z zakonom ali drugimi predpisi oziroma neizvršljiva, se šteje, da takšna določba ali njen del ni del Najemne pogodbe ali teh Splošnih pogojev najema, pri tem pa preostale določbe Najemne pogodbe ali teh Splošnih pogojev ostanejo polno veljavne.

17. UPORABA PRAVA

Prizadevamo si za mirno reševanje sporov. V kolikor le-to ni mogoče, soglašate, da so za spore izključno pristojna stvarno pristojna sodišča Republike Slovenije, za presojo Najemne pogodbe in teh Splošnih pogojev pa se uporablja pravo Republike Slovenije.

GENERAL RENTAL CONDITIONS VALID FROM 1. AUGUST 2014

Rienhoff d.o.o., Hertz International Franchisee (hereinafter referred to either as „Hertz“ or „we“), agrees to rent out to you a motor vehicle on the basis of these General Rental Conditions, which incorporate the information and conditions stated in the Rental Agreement and form an integral part thereof. Through the renting of the said motor vehicle you accept conditions of the Rental Agreement and those of the General Rental Conditions and undertake to comply with them in every detail.

1. NATURE OF THIS AGREEMENT

The rights and obligations contained in the Rental Agreement and these General Rental Conditions (hereinafter together referred to as “this Agreement”) govern your use of the rented car and are not transferable by you. You acknowledge that the car is owned by Hertz and that any attempted transfer or sub-rent of the car by anyone other than Hertz is void. Hertz permits you to use the car under the terms and conditions of this Agreement only. While renting you must always carry the Rental Agreement and show it to the police on request.

2. WHO MAY OPERATE THE CAR

The car must only be driven by you or any other person who has been authorised by Hertz at the commencement of the rental and whose details are noted on the Rental Record (an „authorized Driver“). You agree that you will not allow anyone to drive the car, including yourself:

- a. who does not fulfil the minimum Hertz requirements regarding age and possession of a valid driving licence in effect at the time and place of rental, as well as any other minimum requirements which may be in effect at the time and place of rental that may be notified to you at or prior to commencement of the rental; or
- b. who is over-tired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

3. PICK-UP/DELIVERY AND RETURN

- a. Hertz will supply the car to you in good overall and operating condition, complete with all necessary documents, parts and accessories.
- b. You agree to return the car to Hertz in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in the Rental Record.
- c. You and Hertz will check the condition of the car at the start of the rental and on return of the car. Hertz will provide a record showing any agreed defects. You understand and accept that you will be liable under any circumstances whatsoever to Hertz for any loss of or damage to the car, its documents, its parts or its accessories while on rental.
- d. The car must be returned to the agreed Hertz location within the normal business hours of the location concerned. If you return the car outside of these hours you must comply with the out of hours return instructions for that location, in which case you will remain fully responsible for any loss, theft or damage to the car until the location re-opens for business. If you fail to comply with these instructions, you will remain responsible for any loss, theft or damage to the car as well as for time charges, charges for optional services or other charges stated in the Rental Record until Hertz personnel are able to access the car.
- e. If at any time Hertz has agreed that you may return the car to a place other than a Hertz rental location, or if Hertz has agreed to collect it, you will remain fully responsible for any loss, theft or damage to the car until it is collected by Hertz.
- f. If you fail to return the car to the agreed return or collection point within the grace period (as specified in the next sentence) following the agreed time, you

will be charged an extra day's rental, including charges for any options taken, at the relevant daily rate, for every day or part of a day that the car is overdue. The „grace period“ is the period of time specified as a grace period on the Rental Record or, if the Rental Record does not specify a grace period, a period of 30 minutes.

- g. You agree that Hertz is entitled to charge you a reasonable additional charge if the car requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear. Not included in the standard cleaning is e.g. the removal of animal hair.
- h. Hertz reserves the right to terminate the rental with immediate effect at any time if Hertz considers there is an important reason for doing so (e.g. insolvency proceedings instituted against you) and in such case will repossess the car directly or through an agent at your expense. The same will apply in the event of your failing to comply with the rental conditions in whole or part. Termination of the rental with immediate effect will result in the immediate cancellation of the limitations of liability, the exclusion of liability, the theft protection, and the personal accident insurance as far as you are concerned.

4. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

- a. Subject only to any deductions arising from your acceptance of any of the options specified in paragraph 4(b), you will be liable to Hertz for all reasonable losses and costs incurred by Hertz in the event of loss, damage to or theft of the car, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the car, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the car unless responsibility for the damage lies with Hertz or all losses and costs are covered by a third party or its insurer.
- b. Provided you comply with all the terms of this Agreement and provided the loss, damage or theft is not caused intentionally or by the gross negligence of you or an authorised Driver, or by any unauthorised driver, your liability may be limited as follows:
 - i. if you have accepted the optional Theft Protection (“TP”), as indicated on the Rental Record, then your liability for loss of or damage to the car that is the result of theft, attempted theft or vandalism is limited to the amount of the non-waivable excess stated on the Rental Record.
 - ii. if you have accepted the optional Collision Damage Waiver (“CDW”), as indicated on the Rental Record, then your liability for loss of or damage to the car, its parts or accessories other than caused by theft, attempted theft or vandalism, is limited, for each such incidence of loss or damage arising from a separate event, to the amount of the non-waivable excess stated on the Rental Record. This also applies to natural hazards (hail, floods, mudslides, etc.).
 - iii. if you have accepted the optional Super Cover (“SC”), as indicated on the Rental Record, then you will receive the benefit of both CDW and TP and your liability for the excess in relation to both CDW and TP will be eliminated.
 - iv. Damage to lorry superstructures (trunks, canvas hoods, mirrors, side and tail boards, etc.) and also damage attributable to the cargo, to overload or neglect of clearance is not covered by either the limitation of or the exclusion from liability.
 - v. Neither Collision Damage Waiver “CDW” nor Super Cover “SC” covers damages to the substructure of the vehicle and the loss of car documents, car keys, plate numbers and other accessories.

5. PROHIBITED USE OF THE CAR

- a. You are authorised to drive the car under the conditions contained in this paragraph 5 and paragraph 2 above including, at all times, to use the car in a responsible manner. If you do not comply with these conditions, you will be liable to Hertz for any liability or reasonable loss incurred by Hertz

or any damages or reasonable expenses Hertz suffers or incurs as a result of your breach. You may additionally lose the benefit of any waivers or insurance selected by you. Hertz reserves the right to take back the car (without notice, unless it is legally required) at any time, and at your expense, if you are in breach of this Agreement.

- b. You must look after the car, make sure it is locked, secure and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any removable radio and/or radio faceplate and mobile navigation devices when the car is unoccupied. You must use seat belts, child seats and other child restraints as appropriate.
- c. You must use the correct fuel and check the oil and other fluid gauges beyond 1000 km, refilling oil and other fluids as necessary. If you experience any problem due to accident or mechanical failure, you must contact Hertz on the number provided at the time of rental. No one may service or repair the car without Hertz's prior express permission.
- d. You must not use the car or allow it to be used:
 - i. to carry passengers for remuneration;
 - ii. to carry cargo for remuneration;
 - iii. to tow or push any vehicle, trailer or other object;
 - iv. off road or on roads unsuitable for the car;
 - v. when it is overloaded or when loads are not properly secured;
 - vi. for carrying any object or any substance which, because of its condition or smell may harm the car and/or delay Hertz' ability to rent the car again;
 - vii. to take part in any race, rally, test or other contest;
 - viii. in contravention of any traffic or other regulations;
 - ix. for any illegal purpose;
 - x. for sub-renting;
 - xi. to drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads and associated areas;
 - xii. or driver training activity; or
 - xiii. in contravention of any of the driver requirements contained in paragraph 2 above.
- e. Driving the car abroad is subject to restrictions for insurance-technical reasons. In the case of certain countries abroad, the charges for exclusion of liability, limitation of liability, and theft protection are subject to a surcharge. In the case of some other countries abroad it is even not permissible to cross the borders with a car hired in Slovenia. Failure to comply with relevant restrictions will result in your being held fully liable for all (direct or indirect) damage to the car; in the event of loss of the car - under any circumstances whatsoever - you will be liable for the full costs.

6. PAYMENT OF CHARGES

- a. The rental charge payable by you is equivalent to the separately agreed rental charges; in the absence of an express agreement, you will be required to pay a charge equivalent to the tariff published by Hertz and valid at that particular time. Hertz claims arising from rental charges fall due for payment immediately; in the event of delayed payment you undertake to pay default interest at the rate of 6 % per year besides the 3-month Euribor rate applicable at the time; in addition, you will be required to reimburse Hertz for expenses incurred due to the delayed payment, e.g. the costs of collection in particular, including here the costs for the out-of-court collection through collection agencies and/or a solicitor. If you wish to pay by credit card you will be required to authorise Hertz - at the time of signing the Rental Agreement - to instruct the credit card issuer to reserve a sufficiently large sum and to obtain the relevant authorisations in order to cover at least the total expected rental costs. You will also be required to

authorise Hertz to collect, without further instructions from you, directly from your credit card any additional charges which have arisen from your use of the car and which may include the costs of insurance franchise, damage to the car, the loss of its documents, car keys or accessories, charges not stated on the Rental Record such as one-way charges, refueling charges, late-return charge, additional driver charge, extra cleaning charge, and any road tolls or fines or charges arising from traffic or parking offences during the rental period (including an administration fee).

- b. You and any person to whom, with Hertz' consent, you expressly direct the charges to be billed, are jointly and severally responsible for payment of the charges. If you direct charges to be billed to any person, you represent that you are authorised to do so.

7. CHARGES

- a. For any rental you make under this Agreement, the charges stated on the Rental Record reflect your use of the car as agreed at the start of your rental. These include the basic rental charge, additional mileage costs, additional compulsory charges and any optional or ancillary services chosen by you either at the time of reservation or rental, plus applicable taxes at the prescribed rate.
- b. The basic rental charge is made for a minimum of one rental day (the 24 hour period starting from the time the rental begins) and includes compulsory third party insurance and any other services as specified on the Rental Record. All-inclusive fees with a different minimum rental period can be arranged.
- c. Additional compulsory charges may apply at certain locations and include a Vehicle Licence Fee (which passes on your share of any compulsory charges incurred by Hertz for keeping the car on the road), a Location Service Charge (which reflects the higher cost of renting from certain locations) and a Young Driver Surcharge (which may apply if you, or any additional driver, are under 25 years old).
- d. In addition to the charges stated on your Rental Record, charges may arise from your use of the car during the rental and may include, amongst others, loss of or damage to the car, a refuelling service charge, late-return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic or parking offences during the rental (including a reasonable administration charge in accordance with paragraph 13(b)).
- e. Charges are subject to final calculation after return of the car.

8. REFUELLING SERVICE CHARGE

- a. The car will be supplied to you with a full tank of fuel. If you return the car with less than a full tank of fuel, a refuelling service charge will be payable by you for fuel and the service of refuelling at the applicable rate specified on the Rental Record.
- b. However, if you have, as indicated on the Rental Record, elected to purchase a full tank of fuel at the commencement of the rental by accepting the Fuel Purchase Option, then there will be no refuelling service charge on return of the car (although you will not receive any credit for fuel remaining). Instead, you will pay the amount indicated on the Rental Record for the fuel you purchase at the commencement of the rental.

9. RESPONSIBILITY FOR PROPERTY

Hertz is not liable to you or any authorised Driver or passenger for loss of or damage to property left in the car either during or after the period of rental unless the loss or damage results from the negligence of Hertz or breach of this Agreement by Hertz. Such property is entirely at your own risk.

10. THIRD PARTY LIABILITY INSURANCE; INDEMNITY

- a. Hertz has a legal requirement to provide third party insurance coverage. This coverage is included in the basic rental charge.
- b. You agree to reimburse Hertz if Hertz is obliged to compensate
- i. the insurers for any payment they make to a third party on your behalf and/or
- ii. any third party, if that third party suffers death, personal injury or damage to property caused by use of the car by you or any authorised Driver in breach of paragraph 2 (who may operate the car) or paragraph 5 (prohibited use of the car) of this Agreement.

11. THEFT AND VANDALISM

- a. You are obligated to report any traffic accident, loss, damage or theft involving the car to the police and to Hertz immediately.
- b. You must not admit any liability, release any party from liability or settle any claim nor accept any disclaimer in the event of an accident, but should take the names and addresses of everyone involved, including witnesses.
- c. A Hertz accident or theft report form must always be completed and submitted to Hertz when you return the car. In the event of theft, you must return the keys and any remote-control anti-theft device to Hertz. If you do not comply with the requirements of this paragraph 11, any optional coverage you take to reduce or eliminate your liability (including CDW, TP and SC) will be void.
- d. You agree to cooperate with Hertz and our insurers in any investigation or subsequent legal proceedings arising out of loss of or damage to the car.

12. LIMITS ON LIABILITY

- a. Subject to paragraph 12(b), Hertz shall not be liable to you or any third party for any loss or damage arising from the rental other than as a result of our negligence or wilful misconduct or any other breach by Hertz of this Agreement. Hertz shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits or loss of opportunity.
- b. Nothing in paragraph 12(a) shall exclude or restrict Hertz' liability for death or personal injury resulting from acts or omissions of Hertz or any other liability which cannot be excluded as a matter of law.

13. PARKING AND TRAFFIC VIOLATIONS

- a. You are fully responsible for all road tolls, parking fees and any fines or other consequences of the violation of traffic regulations (including congestion charges), orders or prohibitions, or any other laws or regulations during the rental.
- b. If Hertz is required to pay and/or process such road tolls, fees, fines, charges or associated costs, you agree that Hertz may charge you with the amount we are required to pay plus a reasonable administration charge for dealing with these matters.
- c. Hertz shall, upon request, supply you with a copy of any traffic violation notice which Hertz receives.

14. PERSONAL/PASSENGER ACCIDENT INSURANCE

With your signing of the Rental Agreement in which the Personal/Passenger Accident Insurance "PAI" was accepted you undertake to pay an additional fee in accordance with the tariffs valid at the time. In return you are provided with personal/passenger accident insurance cover to the values valid at the time. The extent of this insurance cover is in accordance with the Slovenian General Conditions of Insurance. The limits of this insurance cover are dependent upon prevailing market conditions as assessed by the insurers; these limits are subject to alteration without further notice.

15. YOUR PERSONAL DATA

- a. With your signing of this Rental Agreement, you declare that you have no objection to your personal data being electronically stored and processed together with this Rental Agreement by us and used by us for the purpose of our lawful interests, including statistical evaluation, creditworthiness checks, and the protection of our assets. In the event of this Rental Agreement being violated by you, we may pass on your personal data to third parties should this be necessary in order to ensure the satisfaction of our claims or to prevent our incurring pecuniary damage.
- b. You understand and accept that your use of a CDP-Number (Corporate Discount Program Number) associated with a commercial enterprise compels us to make your personal data accessible to that commercial enterprise.
- c. For further information on this point please refer to our Hertz Confidentiality Declaration, a copy of which you can obtain on request at the counter or on our website.

16. SALVATORY CLAUSE

In the event of a provision of this Rental Agreement being or becoming (wholly or in part) invalid, unlawful, or impracticable according to the governing law, it is agreed that that provision or that part of that provision is no longer part of this Rental Agreement; however, the remaining provisions remain fully operative.

17. GOVERNING LAW

We always endeavour to settle any disputes amicably. Should this not be possible, it is hereby agreed that Slovene law shall be the governing law and the competent Slovene courts shall be the sole legal venue for any legal dispute.

**24 urna pomoč na cesti/
24hr Emergency Roadside Assistance**

Tel: 1987 ali 00 386 1 5305 353

Pisarna/Offices

Airport Ljubljana Tel. 04 201 69 99
Airport Portorož Tel. 05 613 80 11

1000 Ljubljana Tel. 01 434 01 47
3000 Celje Tel. 03 703 25 19
2000 Maribor Tel. 02 333 88 92
8222 Otočec ob Krki Tel. 01 434 01 47
6000 Koper Tel. 05 613 80 11
4260 Bled Tel. 04 201 69 99

Hertz®