

## Splošni pogoji najema kolesa v Mladinskem hotelu Ajdovščina

Izposojajo koles in opreme pri Zavodu za šport Ajdovščina, Cesta 5. Maja 14, 5270 Ajdovščina (v nadaljnjem besedilu "najemodajalec"), urejajo predmetni splošni pogoji najema, uradni cenik in pravilno izpolnjeno ter podpisano Potrdilo o najemu.

### 1. Kdo lahko uporablja storitev:

1.1 Vsaka stranka kot najemnik kolesa in kolesarske opreme mora najemodajalcu predložiti na vpogled veljaven osebni dokument zaradi prepisa potrebnih identifikacijskih podatkov.

1.2 Kolo lahko uporabljajo le polnoletne osebe. Mladoletne osebe lahko uporabljajo kolo le v spremstvu polnoletne osebe, ki nase prevzame odgovornost za škodo, ki jo povzroči mladoletnik tretji osebi ali ki doleti samega mladoletnika.

1.3 Odgovorna oseba za oddajo koles v najem lahko zavrne izročitev kolesa osebi, za katero meni, da ni sposobna voditi kolesa, kot to predpisuje Zakon o varnosti cestnega prometa (ZVCP-1) oziroma zaradi kateregakoli drugega utemeljenega razloga.

### 2. Način uporabe storitev najema:

2.1 Stranka predloži veljavni osebni dokument, se dogovori s predstavnikom najemodajalca o vseh lastnostih najema, pravilno izpolni ter podpiše Potrdilo o najemu. V primeru, da si skupina strank želi izposoditi več koles, lahko navedeno listino zanje podpiše le en najemnik te skupine ljudi, vendar mora obenem najemodajalcu podati vse potrebne identifikacijske podatke o vseh najemnikih.

2.2 Ob predaji kolesa v najem najemnik in odgovorna oseba najemodajalca skupaj pregledata kolo in kolesarsko opremo. Ob prevzemu kolesa oz. kolesarske opreme najemnik s podpisom potrdi brezhibnost kolesa (opreme) oz. se seznanja z dopustno napako manjšega obsega, če je ta posledica redne obrabe kolesa (opreme) in ne pomeni nevarnosti za upravljanje s kolesom. Najemnik je dolžan sporočiti vsakršno morebitno napako na kolesu in kolesarski opremi najemodajalcu, če jo takoj po prevzemu opazi, vendar preden zapusti lokacijo najemodajalca.

2.3 Najemnik, ki prevzame kolo in kolesarsko opremo v dobrem stanju in tehnično brezhibno, mora le to vrniti v enakem stanju (upoštevajoč dopustno obrabo, kot je pričakovana umazanija na kolesu) na dogovorjenem mestu.

2.4 Najemnik se zavezuje vrniti izposojeno kolo in kolesarsko opremo najkasneje do dogovorjenega časa, kot je zapisano na Potrdilu o najemu.

### 3. Pogoji in cena uporabe:

3.1 Cena najema kolesa in kolesarske opreme je zapisana na ceniku, izobešenem v prostorih najemodajalca.

3.2 Kolo sme najemnik uporabljati na lastno odgovornost, samo kot običajno prevozno sredstvo v običajnem cestnem prometu, na način, ki je običajen za povprečne športne rekreativce. Najemnik mora s kolesom in kolesarsko opremo ravnati previdno in kot dober gospodar.

3.3 Prepovedana je uporaba kolesa in opreme na športnih prireditvah, v komercialne namene in oddaja kolesa v podnajem. Prepovedana je uporaba kolesa za prevoz nevarnih snovi, ilegalnega blaga, oseb ali lastnine proti plačilu, vožnja pod vplivom alkohola, pomirjeval, uspavalnih sredstev ali katerihkoli drugih snovi, ki lahko vplivajo na voznikovo sposobnost upravljanja, kakor tudi vsakršna druga morebitna podobna zloraba.

3.4 Najemnik mora upoštevati navodila za uporabo in veljavne cestno-prometne predpise. Najemodajalec ne odgovarja za posledice (npr. škodo ali denarne kazni) nepravilne uporabe kolesa in kolesarske opreme ter nespoštovanja veljavnih cestno-prometnih predpisov s strani najemnika.

3.5 Uporaba kolesa predvideva ustrezno fizično pripravljenost najemnika. S podpisom Potrdila o najemu, najemnik prevzame vso odgovornost, da je ustrezno fizično in umsko sposoben uporabljati in upravljati s kolesom, s čimer prevzema tudi vso odgovornost za škodo, ki bi izvirala iz njegove tovrstne pomanjkljive sposobnosti.

3.6 V primeru zamude pri vrnitvi najetega kolesa ali opreme se obračunava pogodbeni kazni za vsako uro zamude po ceni, določeni po veljavnem ceniku.

3.7 Najemnik ne sme pustiti kolesa nezaklenjenega oziroma nevarovanega v času do vrnitve le tega najemodajalcu.

3.8 Za potrditev rezervacije morate plačati celoten znesek.

### 4. Odgovornost za škodo najemnika:

4.1 V času najema najemnik odgovarja za vsak dogodek ali za vso škodo, ki je nastala njemu, tretjim osebam ali stvarim tretjih oseb zaradi uporabe najemodajalčevega kolesa ali opreme.

4.2 V primeru katerekoli škode na kolesu in kolesarski opremi, ki je posledica nepravilne uporabe kolesa ali opreme, mora najemnik plačati najemodajalcu znesek odškodnine v višini nastale škode. Škodo oceni odgovorna oseba najemodajalca ob vračilu kolesa in opreme skladno s cenikom novih koles in opreme, upoštevajoč redno obrabo kolesa in opreme do trenutka izročitve le te najemniku.

4.3 V primeru, ko najemnik ukrade ali ne vrne kolesa in kolesarske opreme ali, ko ga vrne nepopravljivo poškodovanega, mora plačati najemodajalcu odškodnino v višini vrednosti novega kolesa in kolesarske opreme skladno s cenikom novih koles in opreme.

4.4 Če najeto kolo (oprema) ni vrnjeno v 24 urah od dogovorjenega časa njegove vrnitve, se smatra, da si ga je najemnik protipravno prisvojil. Najemodajalec je upravičen o tem obvestiti policijo in ostale pristojne organe.

4.5 V primeru, ko tretja oseba ukrade najemniku kolo ali kolesarsko opremo ali ko se kolo in oprema poškoduje v prometni nesreči, ki jo obravnava policija, mora najemnik najemodajalcu predložiti kopijo prijave policiji in poročilo o kraji ter mu v roku 5 dni od dneva kraje plačati varščino, enako ceni skladno s cenikom novih koles in opreme, upoštevajoč redno obrabo kolesa in opreme do trenutka izročitve le te najemniku. Varščina bo najemniku povrnjena le v primeru vrnitve ukradene opreme. V nasprotnem primeru se znesek zadrži kot dogovorjena odškodnina.

### 5. Pristojnost za spore:

5.1 Za spore v zvezi s predmetnimi splošnimi pogoji najema, uradnim cenikom najema in podpisanim Potrdilom o najemu se uporablja slovensko pravo, zanje pa je pristojno stvarno pristojno sodišče v Novi Gorici.

## **General Terms and Conditions of bike rental within the Mladinski hotel Ajdovščina**

Rental of bicycles and equipment from Zavod za šport Ajdovščina, Cesta 5. Maja 14, 5270 Ajdovščina (hereinafter all referred to as "the Company") shall be governed by the Rental General Terms and Conditions, official Price List and duly filled in and signed Rental Confirmation.

### **1. Who can use the services:**

1.1 Every party renting bicycles and bicycle equipment shall produce for the inspection of the Company a valid personal identity document to copy the required identity information.

1.2 Bicycles can only be used by persons of full legal age. Minor can use bicycles only if accompanied by adults who shall assume every responsibility for damages caused by a minor to a third person or to the minor him/herself.

1.3 The person responsible for renting bicycles may decline to deliver a bicycle to a person who, in his opinion, is not capable of riding a bicycle in compliance with the Road Safety Act (ZVCP-1) or any other valid reason.

### **2. Conditions of use of rental services:**

2.1 The customer provides a valid personal identity document, agrees with the representative of the Company on all rental details, fills out and signs the Rental Confirmation. When a group of customers wishes to rent a number of bicycles, these documents can be signed by only one Renter from the group, providing nonetheless all required personal identity information for each and every Renter in the group.

2.2. Upon renting of the bicycle, the Renter and the Company's authorized person jointly inspect the bicycle and cycling equipment. When accepting the bicycle and cycling equipment, if any, the Renter shall sign the Rental Confirmation thus confirming perfect working condition of the bicycle (equipment) or agrees to a minor allowable fault which is the consequence of regular wear and tear of the bicycle (equipment) and does not constitute any danger to the use of the bicycle. The Renter shall inform the Company of any possible fault on the bicycle or cycling equipment if this is detected immediately upon delivery but prior to leaving the Company's location.

2.3 The Renter, who rents a bicycle and cycling equipment in perfect working and technical condition, shall return it in the same condition as received (except for ordinary wear and tear, such as dirt on the bicycle) at the agreed location.

2.4 The Renter shall return the rented bicycle and cycling equipment on time and not later than the agreed date and time as noted in the Rental Confirmation.

### **3. Terms and conditions of use:**

3.1 The price for the rental of bicycles and cycling equipment is fixed in the Price List displayed in Company's point of rental.

3.2 The bicycle shall be used by the Renter at his own risk, and can only be used as regular transport vehicle on roads, in a manner usual to average recreational activities. The Renter shall use the bicycle and cycling equipment with due care and diligence.

3.3 The use of bicycles and equipment in sporting events, for commercial purposes or subrental is strictly prohibited. The use of bicycles for transport of dangerous goods, illegal goods, persons or property against payment; riding under the influence of alcohol, tranquilisers, sleeping drugs or any other substances which may affect riding ability, as well as any other similar abusive use are strictly prohibited.

3.4 The Renter shall abide by the instructions for use and applicable road and traffic regulations. The Company where bicycle and cycling equipment are rented shall not be held responsible for consequences (e.g. damage or fines) of improper use of bicycle and cycling equipment and for disrespect of road and traffic regulations by the Renter.

3.5. The use of bicycles requires appropriate fitness of the Renter. By signing the Rental Confirmation, the Renter ensures to be appropriately physically and mentally fit to use and manage the bicycle, and to assume every responsibility for any damage arising from his deficiencies of the kind.

3.6 In case of late return of the rented bicycle or equipment, penalty shall be applicable for each hour of late return at a price fixed by the Price List.

3.7 The Renter shall not leave the bicycle unlocked or unattended at any time until it is returned to the Company.

3.8 The reservation is confirmed when the total sum is paid.

### **4. Renter's Liability for Damage:**

4.1 The Renter shall be liable at any time during the rental period for any event or damage caused to him, to a third persons or to third persons' belongings by the use of Company's bicycle or equipment.

4.2 In case of damage to the bicycle or cycling equipment occurred due to improper use of the bicycle or cycling equipment, the Renter shall reimburse the Company the amount of the damage. Damage shall be assessed by the Company's authorized person upon return of the bicycle and equipment and in accordance with the prices of new bicycles and equipment, taking account of regular wear and tear of bicycles and equipment to the moment of their delivery to the Company.

4.3 Should the Renter steal or not return the bicycle and cycling equipment, or should he return them damaged beyond repair, he shall pay compensation amounting to the value of a new bicycle and cycling equipment in accordance with the price list of new bicycles and cycling equipment. Bicycle theft shall be reported by the Renter immediately to the Company or/and the Police.

4.4 If the rented bicycle (equipment) is not returned within 24 hours of the return due time, it shall be considered that the Renter has unlawfully appropriated it. The Company shall be entitled to inform the Police and other competent authorities.

4.5 In case a third party should steal the bicycle or cycling equipment from the Renter, or if the bicycle and the equipment are damaged in a traffic accident handled by the Police, the Renter shall deliver a copy of the notification to the Police and the theft report to the Company and pay within 5 days of the day of theft the security in accordance with the prices of new bicycles and equipment reduced by the regular wear and tear of the bicycles and equipment at the moment these were delivered to the Renter. The security shall be paid back to the Renter only if the stolen equipment is returned. In the opposite case, the security shall be retained as agreed compensation.

### **5. Dispute jurisdiction:**

5.1 Any dispute arising from the rental General Terms and Conditions, official Price List and duly signed Rental Confirmation shall be governed by the Slovenian Law and a Slovenian court in Nova Gorica, shall have jurisdiction regarding disputes.

