

OPĆI UVJETI NAJMA - Opće odredbe

1. "Najmodavac" – tvrtka UNIQUE d.o.o., sa sjedištem na adresi: Tići 22a, Rijeka, Hrvatska, OIB: 10314183465
2. "Najmoprimac" – fizička ili pravna osoba koja ili u čije ime se vozilo unajmljuje. U ugovoru o najmu vozila navedena kao "Račun za" te je odgovorna za poštivanje svih točaka ovih Općih uvjeta o najmu i Ugovora o najmu.
3. "Ugovor o najmu" – pojedinačni ugovor koji se potpisuje prilikom preuzimanja vozila u najam u kojem se odobrava korištenje vozila, definira preuzimanje i vraćanje vozila, osiguranje uključeno u cijenu najma, način plaćanja najma, postupanje kod oštećenja vozila te druga prava i obveze koje obje ugovorne strane svojim potpisom u cijelosti prihvaćaju.
4. "Obrazac o stanju vozila" ("Damage report") sadrži informacije o stanju kilometraže, količini goriva i oštećenjima te eventualnim nedostacima na unajmljenom vozilu.
5. Obrazac o stanju vozila (Damage report) i Opći uvjeti najma se smatraju sastavnim dijelom Ugovora o najmu vozila.
6. "Vozač" – fizička osoba navedena u Ugovoru o najmu kao "Korisnik" koja potpisuje Ugovor o najmu i preuzima vozilo, odgovorna za poštivanje svih odredbi Ugovora o najmu.
7. "Dodatni vozač" – fizička osoba navedena u Ugovoru kao "Dodatni vozač" kojoj je odobreno upravljanje vozilom odgovorna za poštivanje svih odredbi Ugovora o najmu.
8. "Korisnik" - Najmoprimac, Vozač i Dodatni vozač u daljnjem tekstu Općih uvjeta najma označavaju se jednom riječi "Korisnik".
9. "Neovlašteni korisnik/vozač – svaka osoba koja nije u Ugovoru o najmu navedena kao ovlašteni korisnik vozila, kao i osoba koja ne ispunjava propisane uvjete za upravljanje odnosnom klasom i kategorijom vozila ili joj je ovlaštenje/vozačka dozvola oduzeta.
10. "Vozilo" – vozilo navedeno u Ugovoru o najmu.
11. Trenutno važeći Opći uvjeti najma tvrtke Unique d.o.o. su istaknuti u svim poslovnicama Najmodavca kao i na službenoj Internet stranici Najmodavca: www.unique.hr
12. Vozač i dodatni vozač mogu biti:
 - osoba sa navršenom 21 godinom starosti te važećom vozačkom dozvolom u trajanju od najmanje 2 godine
 - iznimno za kategorije vozila (FVMR, XGAR, FFMR, XTAR, PDAR, PVAR, PFAR, LDAR, LVAR, XDAR, XFAR, FKMR) minimalni uvjeti su: 25 godina starosti i 5 godina vozačkog iskustva
 - osobe koje posjeduju važeću kreditnu karticu koju Najmodavac prihvaća i kojom Korisnik garantira za obveze koje mogu nastati iz najma i u svezi najma vozila sukladno ovim Uvjetima i Ugovoru o najmu.Prilikom unajmljivanja vozila Korisnik je dužan predložiti Najmodavcu izvornike važećih isprava (osobna iskaznica ili putovnica i vozačka dozvola) kao preduvjet unajmljivanja vozila.
13. Vozač i dodatni vozač se obvezuju:
 - preuzeto vozilo vratiti sa svim pripadajućim priborom i opremom u mjestu i roku utvrđenom Ugovorom o najmu, odnosno na zahtjev Najmodavca.
 - brinuti o tehničkoj ispravnosti vozila i obveznom periodičnom servisiranju vozila,
 - vozilo uredno održavati i čuvati pažnjom savjesnog gospodarstvenika
14. Korisnik ne smije izvršiti nikakvu promjenu dijelova, sklopova ili uređaja na vozilu, bez prethodne suglasnosti Najmodavca.
15. Troškove goriva utrošenog tijekom najma snosi Korisnik, odnosno količina goriva pri povratu vozila mora odgovarati razini pri preuzimanje vozila.
16. Vozač koji u ime Najmoprimca pravne osobe preuzima vozilo i potpisuje Ugovor o najmu, jamči da za to ima ovlaštenje i odgovoran je s tom pravnom osobom za poštivanje i ispunjavanje svih obveza iz Ugovora o najmu.
17. Na svaki potpisani Ugovor o najmu primjenjuju se opći Uvjeti najma kao nadopuna Ugovora o najmu. Opći uvjeti najma su sastavni dio svakog Ugovora o najmu.

Preuzimanje i vraćanje vozila

18. Najmodavac se nakon sklapanja Ugovora o najmu obvezuje isporučiti vozilo Korisniku, koje udovoljava zakonskim uvjetima za iznajmljivanje, u tehnički ispravnom stanju te sa svom potrebnom dokumentacijom, priborom i obveznom opremom.

19. Korisnik svojim potpisom Ugovora o najmu i Obrasca o stanju vozila potvrđuje da preuzima vozilo u ispravnom stanju, sa pripadajućom opremom i s potrebnom dokumentacijom, te se slaže s cijenom i uvjetima najma.

20. Prilikom preuzimanja vozila, Korisnik je dužan na uobičajen način provjeriti stanje vozila te dodatne opreme te prijaviti nedostatke Najmodavcu ukoliko ih ima, koji ih je pritom dužan evidentirati u Obrazac o stanju vozila (Damage report).

21. Prilikom povrata vozila iz najma Najmodavac je dužan pregledati vozilo s Korisnikom, evidentirati vidljive nedostatke ukoliko ih ima te pregledati opremu vozila.

22. Korisnik je dužan vratiti vozilo s pripadajućim dokumentima te dodatnom opremom (ukoliko je istu zadužio na početku najma).

23. Šteta/gubitak dokumenata, ključeva, registarskih pločica ili neke od opreme nije pokriveno niti jednim standardnim ni dodatnim osiguranjima i Korisnik je odgovoran za štetu koja iz toga proizlazi.

24. Ukoliko stranka ne vrati ili ošteti bilo koju od stavki navedenih u sljedećoj tablici, biti će terećena za minimalan trošak prema iznosima u tablici (PDV uključen) posebno po svakoj stavci.

STAVKA IZNOS TROŠKA

• KLJUČEVI VOZILA* - 1.500,00 kn • PROMETNA DOZVOLA VOZILA 1.500,00 kn • REGISTARSKE PLOČICE 1.500,00 kn

*U slučaju gubitka ključeva pojedinih modela vozila trošak naplate novog ključa može biti i veći (sukladno ponudi ovlaštenog trgovca predmetne marke vozila).

25. Preuzimanje i vraćanje vozila moguće je za vrijeme radnog vremena u poslovnica Najmodavca, a preuzimanje i vraćanje van radnog vremena se naplaćuje po važećem cjeniku. Dostava i preuzimanje vozila van poslovnica Najmodavca je moguće uz nadoplatu ovisno o udaljenosti od poslovnice.

26. Ukoliko Korisnik vrati vozilo van radnog vremena poslovnice Najmodavca, odgovoran je za vozilo do trenutka kada ga pregledaju djelatnici Najmodavca.

27. U slučaju povratka vozila van radnog vremena, Korisnik je odgovoran za eventualna oštećenja na vozilu, parking i prometne prekršaje i slične kazne do trenutka kada ga pregledaju djelatnici Najmodavca.

Korištenje vozila i obveze korisnika

28. Korisnik se obvezuje:

a) vozilo vratiti u mjesto i u roku utvrđenim Ugovorom o najmu, u stanju, s opremom i s količinom goriva u kojem ga je preuzeo.

b) produženje ugovorenog roka trajanja najma osobno zatražiti od Najmodavca, najmanje 24 sata prije isteka samog roka najma; u protivnom će se smatrati da je Korisnik protupravno prisvojio vozilo.

c) ne koristiti vozilo za obuku vozača, prijevoz ili vuču drugih vozila ili prikolica, za plaćeni prijevoz putnika, za utrke, ispitivanja izdržljivosti, ispitivanja brzine; u protuzakonite svrhe (npr. radi počinjenja kaznenih djela, carinskih i deviznih prekršaja).

d) da će samo on koristiti vozilo, za vlastite potrebe i u skladu s namjenom vozila.

e) vozilo ne davati na korištenje neovlaštenim korisnicima i trećim osobama.

f) vozilo koristiti pravilno i postupati prema vozilu s pažnjom savjesnog domaćina/gospodarstvenika.

g) u vozilu ne pušiti.

h) vozilo nakon napuštanja, uvijek zaključavati, zatvoriti prozore i uzeti ključeve i dokumentaciju vozila te ih uvijek imati pod osobnom kontrolom.

i) voziti samo po javnim cestama, poštujući sve prometne propise i regulaciju prometa.

- j) brinuti o redovnoj tehničkoj ispravnosti vozila, tj. redovito provjeravati tekućinu za hlađenje, ulje, tlak u gumama i dr.
- k) ne vršiti nikakve preinake na vozilu.
- l) snositi sve troškove u svezi pogona vozila: gorivo, cestarine, mostarine, parkirne, prekršajne i druge slične naknade.
- m) u vozilu ne prevoziti niti dopustiti prijevoz više putnika ili robe od maksimalno dopuštenog navedenog u prometnoj dozvoli odnosno vozila.
- n) ne izlaziti vozilom izvan granica Rep. Hrvatske, osim ako je to prethodno najavio Najmodavcu prilikom rezervacije ili preuzimanja vozila, za što Najmodavac može naplatiti dodatnu naknadu.
- o) ne preuzimati nikakve obveze u ime Najmodavca u svezi vozila i njegove upotrebe i pogona.
- p) ne iznajmljivati ili ne posuđivati vozilo osobama.r) ne koristiti vozilo pod utjecajem alkohola, sredstava za smirenje, sredstava za spavanje, barbiturata, narkotika, halucinogenih i ostalih droga.
- s) poštivati ograničenja brzine i drugih prometnih pravila određenih zakonom zemlje u kojoj se vozilo vozi.

t) iznajmljeno vozilo ne preopterećivati osobama ili teretom preko dozvoljene maksimalne težine.

29. Ogriješi li se Korisnik o bilo koju odredbu iz članka 28. Ovih Općih uvjeta, obvezuje se nadoknaditi Najmodavcu svu i svaku štetu koja bi mu iz tog razloga nastala, a čiju će visinu utvrditi Najmodavac.

30. Najmoprimac-pravna osoba iznimno,uz prethodnu pismenu obavijest i suglasnost Najmodavca, vozilo u najmu može kao vozaču dati svom djelatniku, koji ispunjava sve propisane uvjete iz članka 12. ovih Općih uvjeta, te ga je u tom slučaju obvezna upoznati s ovim Uvjetima najma i odgovornostima vozača, što ni u kom slučaju ne umanjuje odgovornost te pravne osobe za poštivanje ovih Uvjeta i Ugovora o najmu.

31. Korisnik se obvezuje tijekom najma:

- a) primjenjivati svu razumnu pažnju tj. pažnju savjesnog domaćina/gospodarstvenika prilikom vožnje i parkiranja vozila.
- b) rashladnu tekućinu u vozilu održavati na propisanoj razini.
- c) ulje u motoru vozila održavati na propisanoj razini.
- d) koristiti samo vrstu goriva specificiranu za odnosno vozilo.
- e) tlak u gumama održavati na njihovom pravilnoj razini.
- f) ne mijenjati podatke na mjeracu brzine ili mjeracu prijedene kilometraže.
- g) ako žaruljica na instrument tabli vozila signalizira ili Korisnik smatra da vozilo zahtijeva mehanički pregled ili popravak, zaustaviti vožnju i odmah obavijestiti Najmodavca.
- h) osigurati da su svi vozači koji su ovlašteni koristiti vozilo tijekom trajanja najma u potpunosti upoznati i svjesni odredbi Ugovora o najmu i ovih Općih uvjeta.

Produžetak najma

32. U slučaju da je Korisniku vozilo potrebno duže nego što je dogovoreno vrijeme najma, Korisnik je dužan o tome, najmanje 24 sata prije završetka najma, obavijestiti Najmodavca, dobiti pismenu suglasnost Najmodavca.

33. Korisnik mora doći u najbližu poslovnicu Najmodavca, produžiti Ugovor, ostaviti dodatnu garanciju ukoliko je potrebno, te potpisati i preuzeti Ugovor o najmu s novodogovorenim datumom povratka vozila.

34. U slučaju neispunjavanja ovih uvjeta, smatra se da je korisnik protupravno prisvojio vozilo. U tom slučaju Najmodavac zadržava pravo da upotrijebi sve zakonske mjere kako bi Korisniku oduzeo predmetno vozilo.

Ukoliko korisnik postupi suprotno članku 32. i 33. Općih uvjeta najma, smatrat će se da je protupravno prisvojio vozilo.

35. Ukoliko Korisnik vrati vozilo nakon datuma navedenog u Ugovoru o najmu, Najmodavac će izvršiti novi obračun cijena najma vozila.

Plaćanje najma

36. Prilikom sklapanja Ugovora o najmu Korisnik mora kao garanciju plaćanja imati važeću i valjanu kreditnu karticu (VISA, MASTERCARD, AMERICAN EXPRESS ili DINERS).

37. Korisnik je suglasan s uzimanjem predautorizacije na kreditnu karticu u iznosu koji ovisi o kategoriji iznajmljenog vozila.

38. Vlasnik kreditne kartice mora biti prisutan prilikom preuzimanja vozila u najam, te njegovi podaci moraju biti navedeni u Ugovoru o najmu kao Korisnik. Nije moguće korištenje kreditne kartice kao garancije plaćanja bez prisutnosti vlasnika kreditne kartice.

39. Korisnik najma je obvezan platiti osnovnu cijenu najma i sve dodatne usluge koje je koristio (npr. dječje sjedalo, GPS, naknadu za preuzimanje van radnog vremena... i sl.) kao i sve dodatne naknade usluge i troškove koji su navedeni u Ugovoru o najmu.

40. Kao sredstvo plaćanja može se upotrijebiti: kreditna kartica, elektronska/debitna kartica (MAESTRO ili VISA electron), novčanice ili transakcijsko plaćanje (uz prethodnu suglasnost Najmodavca).

41. Ukoliko Korisnik podmiruje svoje troškove za najam vozila kreditnom karticom, isti potpisanim Ugovorom o najmu daje ovlaštenje Najmodavcu da zaračuna troškove najma direktno izdavatelju kreditne kartice i bez slip-obrasca.

U slučaju da Korisnik nije uplatio dodatno osiguranje (SCDW), potpisom Ugovora o najmu Korisnik daje ovlaštenje Najmodavcu da nositelju kreditne kartice naplati troškove štete na vozilu do visine franšize ili punog iznosa štete ako se nije pridržavao ovih općih uvjeta najma.

Korisnik pristaje da, na teret njegove kreditne kartice ili nekim drugim načinom plaćanja, Najmodavac naplati sve troškove popravka, kvarova ili gubitka koji su otkriveni nakon što je vozilo vraćeno, a korisnik nije o tome izvijestio Najmodavca u skladu s procedurom o povratu vozila.

42. Ukoliko Korisnik podmiruje svoje obveze najma vozila na temelju ispostavljene ponude. Najmodavca, isti je dužan podmiriti naznačeni iznos u roku i pod uvjetima naznačenim na računu.

43. Korisnik se obvezuje podmiriti račun najkasnije u trenutku vraćanja vozila prema detaljima navedenim u Ugovoru o najmu. Iznos se plaća u skladu s tarifom koja je na snazi u vrijeme potpisivanja Ugovora. U slučaju kašnjenja s plaćanjem, naplaćuje se zakonska zatezna kamata i troškovi opomena. U slučaju da se vozilo vrati na lokaciju različitu od one gdje je vozilo preuzeto, konačni obračun radi lokacija/poslovnica Najmodavca gdje je vozilo vraćeno.

44. Korisnik svojim potpisom Ugovora o najmu prihvaća da su za plaćanje svih stavki ugovora o najmu odgovorni:

- unajmljivač
- vozač – za slučaj da unajmljivač odbija u cijelosti ili dijelom platiti obvezu po ovom ugovoru o najmu vozila
- dodatni vozač - za slučaj da unajmljivač ili vozač odbiju u cijelosti ili dijelom platiti obvezu po ovom ugovoru o najmu vozila

45. Obračun svih stavki Ugovora o najmu vozila će se vršiti u hrvatskim kunama (HRK) . U slučaju preračunavanja valuta, koristit će se srednji tečaj Hrvatske Narodne Banke .

Oštećenje, kvar, prometna nesreća, krađa, gubitak dokumentacije i postupanje u tim slučajevima

46. Korisnik se obvezuje da će u slučaju nezgode štiti interese Najmodavca i njegovog osiguravajućeg društva tako što će:

- zabilježiti osobne podatke sudionika nesreće (ime, prezime, OIB, adresa, broj osobne iskaznice, broj vozačke dozvole, vlasnika vozila, osiguravateljsku kuću vozila, broj police AO ...).
- osigurati ili ukloniti vozilo prije nego li ga napusti.
- o šteti (ako je ona i neznatna) najkraćim putem obavijestiti najbližu policijsku postaju i Najmodavca te pribaviti policijski zapisnik/potvrdu o oštećenju vozila.
- u slučaju oštećenja ili ako u nezgodi ima povrijeđenih osoba kao i u svim slučajevima očigledne krivnje drugih osoba obvezno odmah pozvati i sačekati dolazak prometne policije da izvrše službeni očevid i o tome obvezno izvijestiti poslovnicu Najmodavca, gdje je vozilo iznajmljeno.
- pri povratu vozila priložiti sva policijska izvješća o šteti/nezgodi kao i rezultate alkotesta.

- pri povratu vozila ispuniti Najmodavčevu standardnu izjavu o šteti i priložiti kopije vozačke dozvole (sa obje strane).

Propusti li Najmoprimac u slučaju nezgode poduzeti navedene korake, odgovara za sve posljedice i štete koje bi Najmodavcu iz tog propusta nastale te će biti terećen za puni iznos štete.

47. Ako je vozilo, koje je sudjelovalo u prometnoj nesreći, oštećeno, razbijeno ili zahtijeva popravak ili spašavanje, te ako nije više tehnički ispravno, bez obzira na uzrok, Korisnik mora odmah obavijestiti Najmodavca o nastalom slučaju i popuniti izvješće o događaju/šteti, te osigurati vozilo od propadanja i nastupa još veće štete.

48. Korisnik ne smije organizirati ili poduzimati bilo kakve popravke bez pisanog odobrenja Najmodavca, osim u mjeri u kojoj je to potrebno kako bi se spriječilo daljnje štete na vozilu ili ostaloj imovini. Ako vozilo zahtijeva popravak ili zamjenu, odluka da se Korisniku pruži drugo vozilo pripada samostalno Najmodavcu.

49. U slučaju prometne nesreće ili krađe/nestanka vozila, Korisnik je obavezan odmah pozvati policiju i zatražiti zapisnik o događaju.

50. Trošak prijave i ponovne izrade izgubljene popratne dokumentacije za vozilo naplaćuje se Korisniku prema važećoj Odluci Najmodavca (vidi članak broj 24. ovih Općih uvjeta najma).

51. Najmodavac će nadoknaditi Korisniku neophodne troškove za ulje, mazivo, redovito servisiranje i lake popravke, koji su nastali tijekom najma, ukoliko su troškovi nastali uz prethodnu obavijest i pisano odobrenje Najmodavca, osim troškova pranja unajmljenog vozila, a sve to temeljem predloženog računa po obavljenom plaćanju. Račun mora glasiti na Najmodavca i bit će priznat od strane Najmodavca. Ako se utvrdi da je Korisnik neosnovano ili nepotrebno zamijenio neki sklop, dio ili uređaj na vozilu, Najmodavac neće Korisniku isplatiti vrijednost tog dijela, sklopa ili uređaja. Za nadoknadu navedenih troškova Korisnik mora dobiti suglasnost ovlaštene osobe Najmodavca, u protivnom nadoknada neće biti priznata.

Održavanje vozila

52. Korisnik pristaje održavati vozilo u dobrom stanju i redovito provjeravati motor i ulje, kao i razinu rashladne tekućine, te pritisak u gumama. Korisnik se smatra odgovornim za podmirivanje sve štete uzrokovane nedovoljnim održavanjem vozila.

53. U slučaju da iznajmljeno vozilo za vrijeme najma dostigne kilometražu na kojoj je predviđen redovni servis ili vozilo porukom na instrument tabli to automatski signalizira, Korisnik mora obavijestiti Najmodavca i staviti vozilo na raspolaganje kako bi bilo moguće obaviti servis. Najmodavac Korisniku stavlja na raspolaganje zamjensko vozilo ukoliko je tako dogovoreno.

54. Korisnik je suglasan da je vozilo preuzeo u tehnički ispravnom stanju i sa svom potrebnom opremom te je dužan prijaviti u najkraćem mogućem roku Najmodavcu bilo kakvu okolnost koja utječe/mijenja taj status, kao npr. istrošeni pneumatici, oštećen komad karoserije (npr. retrovizor...), pregorene žarulje i slično ... odnosno sve drugo što bitno utječe na sigurnost vožnje. Propusti li Korisnik to učiniti, odgovara za sve posljedice koje bi Najmodavcu iz tog propusta mogle nastati.

55. Korisnik je dužan prema vozilu se odnositi pažnjom savjesnog gospodarstvenika što uključuje sljedeće:

javiti Najmodavcu hitno bilo kakva signalna upozorenja na vozilu, kao npr. za servis, visoku temperaturu u motoru, zvuk struganja pločica, tragove kapanja ulja ispod vozila...

U protivnom, Korisnik će se smatrati odgovornim za sve posljedice tog propusta u pravnom i financijskom smislu.

Osiguranja/pokrića i štete

56. Sva vozila su osigurana protiv odgovornosti za štetu prouzročenu trećoj osobi.

57. Odgovornost u šteti / Učešće u šteti (franšiza)

Odgovornost Korisnika (osim odgovornosti za nestanak dodatne opreme i dijelova vozila) može se ograničiti do iznosa učešća u šteti (franšizi), sukladno tarifi Najmodavca, plaćanjem unaprijed dnevnog dodatka/naknade/osiguranja prema važećem cjeniku Najmodavca, što mora biti navedeno na Ugovoru o najmu, i to pod uvjetom da Korisnik štetu nije uzrokovao kršenjem

odredbi ovih Uvjeta, Ugovora o najmu i zakonskih propisa odnosno namjerno ili nepravilnom uporabom vozila.

58. Prilikom povrata vozila, djelatnik Najmodavca će pregledati vozilo, utvrditi oštećenja te usporediti ih sa Obrascem o stanju vozila prilikom preuzimanja vozila te Korisniku naplatiti iznos štete u skladu sa važećom tarifom Najmodavca za naplatu šteta na iznajmljenim vozilima.

59. Ako vozilo ima takva oštećenja, da nije moguće odmah procijeniti visinu novonastale štete, zatražit će se službena procjena iznosa popravka vozila te će ona biti osnova za postupanje prema Korisniku.

60. CDW (Collision Damage Waiver) - naknada za rizik s učešćem u šteti – plaćanjem ove naknade

Korisnikova odgovornost za štetu na vozilu Najmodavca ograničena je do iznosa franšize/učešća u šteti ukoliko se pridržava svih odredbi ovih općih uvjeta najma.

CDW-om nisu pokriveni rizici: uništenje/oštećenje automobilskih guma, naplatka ili poklopca naplatka, uništenje/oštećenje donjeg postroja vozila, unutrašnjosti vozila, svih stakala vozila i sva oštećenja bez policijskog zapisnika.

61. TP (Theft Protection) – naknada za rizik krađe vozila s učešćem u šteti - plaćanjem ove naknade Korisnikova odgovornost za štetu zbog krađe vozila ograničena je do iznosa franšize/učešća u šteti, ukoliko se pridržava svih odredbi ovih općih uvjeta najma.

62. CDR (Collision Damage Reduction) – Učešće u šteti (franšiza) može se djelomično otkupiti plaćanjem dodatka za djelomični otkup franšize prema važećem cjeniku (CDR), u kojem slučaju Korisnik plaća smanjeni iznos franšize (sukladno članku 59. Općih uvjeta najma), ukoliko se pridržava svih odredbi ovih Općih uvjeta najma.

Plaćanjem CDR pokriva nisu pokriveni rizici: uništenje/oštećenje guma, naplatka ili poklopca naplatka, uništenje/oštećenje donjeg postroja vozila, unutrašnjosti vozila (osim ako je unutrašnjost oštećena unesreći), svih stakala vozila te sva oštećenja bez priloženog policijskog zapisnika. CDR pokriva ne isključuje obvezu kontaktiranja policije i Najmodavca kod oštećenja vozila.

63. SCDW (Super Collision Damage Waiver) - Učešće u šteti može se otkupiti plaćanjem dodatka za otkup franšize prema važećem Cjeniku (SCDW), u kojem slučaju Korisnik ne plaća iznos franšize, ukoliko se pridržava svih odredbi ovih općih uvjeta najma.

Plaćanjem SCDW pokriva nisu pokriveni rizici: uništenje/oštećenje guma, naplatka ili poklopca naplatka, uništenje/oštećenje donjeg postroja vozila, unutrašnjosti vozila (osim ako je unutrašnjost oštećena u nesreći), svih stakala vozila te sva oštećenja bez policijskog zapisnika. SCDW pokriva ne isključuje obvezu kontaktiranja policije i Najmodavca kod oštećenja vozila.

64. WUG (Wheels, Underside & Glass Insurance) - plaćanjem ove naknade ugovara se pokriva za uništenje/oštećenje guma, naplatka ili poklopca naplatka, uništenje/oštećenje donjeg postroja vozila i stakala vozila.

WUG pokriva ne isključuje obvezu kontaktiranja policije i Najmodavca kod oštećenja vozila.

65. SMART PROTECT Paket osiguranja paket osiguranja koji uključuje osiguranja: CDW, TP, CDR I WUG.

PREMIUM PROTECT Paket osiguranja - paket osiguranja koji uključuje osiguranja: CDW, TP, SCDW I WUG

66. PAI (Personal Accident Insurance) - plaćanjem dnevnog dodatka za osiguranje putnika vozač i putnici u iznajmljenom vozilu su osigurani od nesretnog slučaja za slučaj smrti, invaliditeta i troškove liječenja ozljeda po uvjetima i do iznosa propisanih od osiguravajuće kuće, s kojom Najmodavac ima sklopljenu policu osiguranja od nezgode.

Osiguranje vozača i ostalih suputnika od posljedica prometne nezgode za vrijeme upravljanja i vožnje motornim vozilima u vlasništvu ili najmu ugovaratelja osiguranja (tvrtke Unique d.o.o.)

- u slučaju smrti uslijed nezgode vozača i putnika od posljedica nesretnog slučaja : 40.000,00 kn

- u slučaju trajne invalidnosti: do 80.00,00 kn

67. RA (Road Assistance) - dodatak za tehničku pomoć/asistenciju na cesti

RA podrazumijeva organizaciju od strane Najmodavca pomoći na cesti u slučaju nepokretnosti vozila tijekom trajanja najma vozila.

1. Ukoliko Korisnik pri potpisu ugovora o najmu vozila plati RA, obveza Najmodavca je : - osigurati svu potrebnu pomoć/asistenciju nakon što ga je Korisnik kontaktirao putem broja tehničke službe Najmodavca.

- ako je potrebno, organizirati vučnu službu za nepokretno vozilo do najbližeg servisa / poslovnice Najmodavca (trošak vučne službe podmiruje Najmodavac). U slučaju Korisnikove krivnje za nepokretnost vozila (uliveno pogrešno gorivo, probijena/uništena guma, oštećeno kvačilo vozila, izgubljeni ključevi vozila, zaglavljeno vozilo te štete na vozilu koje su izazvale nepokretnost ...) taj trošak će se naplatiti Korisniku sukladno ovim Općim uvjetima najma.

2. Ukoliko Korisnik pri potpisu ugovora o najmu vozila odluči ne ugovoriti RA, a nastupi nepokretnost vozila, Korisnik može odabrati jednu od sljedeće dvije mogućnosti:

a) kontaktirati Najmodavca i zatražiti od Najmodavca organiziranje asistencije/pomoći na cesti. U tom će mu se slučaju naplatiti iznos od 50,00 EUR pri zatvaranju ugovora o najmu te će mu se dodatno naplatiti trošak otklanjanja uzroka nepokretnosti odnosno trošak vučne službe.

b) kontaktirati Najmodavca i obavijestiti ga o problemu sa vozilom te sam organizirati i platiti vučnu službu te dovesti vozilo u najbližu poslovnicu Najmodavca.

68. CB (Cross Border) - dozvola za prelazak granice Republike Hrvatske

Vozilima Najmodavca nije dozvoljen izlazak van granica Rep. Hrvatske (RH) bez prethodne dozvole Najmodavca. Korisnik je dužan obavijestiti Najmodavca prilikom unajmljivanja vozila o izlasku vozilom van granica RH. Ukoliko Najmodavac odobri izlazak vozilom van RH, isto treba biti navedeno u Ugovoru onajmu.

Ukoliko Korisnik ne obavijesti Najmodavca o izlasku vozilom van RH, Korisnik vozilom prelazi granicu na vlastitu odgovornost, u kojem slučaju osiguranja, koja je Korisnik odabrao pri sklapanju Ugovora o najmu, ne vrijede.

Ukoliko Korisnik Najmodavcu najavi izlazak vozilom van RH i Najmodavac to odobri, Najmodavac to navodi u Ugovor o najmu te naplaćuje naknadu za izlazak vozilom van RH po tarifi Najmodavca. U slučaju kada Najmodavac odobri izlazak vozilom van RH, Korisniku vrijede i van RH sva osiguranja koja je definirao na početku najma. Najmodavac ne dozvoljava izlazak unajmljenim vozilom u sljedeće zemlje: Kosovo, Albanija, Makedonija, Grčka, Rumunjska, Bugarska, Moldavija, Ukrajina, Bjelorusija, Estonija, Latvija, Litva Rusija.

69. FIT (Ferry / Island / Transit permission) - Dodatak za prijevoz vozila na trajektima, osiguranje na otocima i tranzit kroz Neum (BiH)

Ukoliko Korisnik vozilom prelazi tranzit kroz mjesto Neum (Bosna i Hercegovina) na putu iz/za krajnji jug Rep. Hrvatske obvezan je to najaviti Najmodavcu.

Korisnik je također obvezan obavijestiti Najmodavca o korištenju trajekta te odlasku vozilom na otoke. Najmodavac za to može naplatiti naknadu sukladno tarifi.

Ukoliko Korisnik ne ugovori FIT dodatak, a koristi vozilo u tranzitu kroz područje Neuma (BiH), na trajektu i na otocima, ne vrijede mu ugovorena osiguranja navedena u Ugovoru o najmu.

70. Da bi ostvario pravo na ograničenje odgovornosti ili otkup učešća u šteti, Korisnik je dužan dokazati da je vozilo pravilno koristio, da se pridržavao ovih Općih uvjeta, Ugovora o najmu i propisa, kao i odgovornost treće strane za nastanak štete vjerodostojnom dokumentacijom (policijski zapisnik, europsko izvješće i dr.) i to najkasnije prilikom vraćanja vozila/završetka najma odnosno prilikom obračuna cijene, naknada i štete od Najmodavca. U protivnom neće moći koristiti ograničenje odgovornosti ili otkup učešća u šteti.

71. Gubitak prava na ograničenje odgovornosti i gubitak prava iz osiguranja Sve štete, koje su na vozilu prouzročene namjerno i grubom nepažnjom Korisnika, nisu uključene u nijednu vrstu osiguranja/pokrića te će kao takve biti naplaćene Korisniku u punom iznosu.

Plaćanjem / uključenjem CDW, TP, CDR, WUG, SCDW SMART PROTECT ili PREMIUM PROTECT paketa osiguranja ne umanjuje se materijalna odgovornost Korisnika ukoliko je:

a) Korisnik upravljao vozilom pod utjecajem alkohola, droga ili narkotika.

b) Korisnik upravljao vozilom kada je isto nesigurno ili nepodobno za vožnju, a takvo stanje je nastalo tijekom trajanja najma, što je uzrokovalo ili doprinijelo oštećenju vozila, a Korisnik je bio svjestan ili morao biti svjestan nesigurnosti ili nepodobnog stanja vozila.

c) nastao mehanički kvar, oštećenje motora ili pogonskog mehanizma vozila i/ili električni ili elektronički kvar kao rezultat nepravilne uporabe vozila. Ovo izuzeće se također odnosi na oštećenja motora ili prijenosnog sustava izravno nastalog zbog bilo kojeg mehaničkog kvara ili loma.

d) došlo do oštećenja na vozilu zbog nedostatka motornog ulja, ulijevanja krivog ulja ili goriva, nedostatka ulja za mjenjač ili diferencijal, sredstava za hlađenje, kao i oštećenja kvačila ili mjenjača.

e) vozilo korišteno za utrke, obuku vozača, ispitivanja izdržljivosti, ispitivanja brzine, ispitivanje pouzdanosti, rally utrkama ili natjecanjima, ili za testiranje i u pripremi za bilo što od navedenog.

f) Korisnik propustio, nakon što je napustio vozilo, zaključati ga sa zatvorenim prozorima i uzeti ključeve i dokumentaciju vozila i uvijek ih imati pod osobnom kontrolom, odnosno kada nije u mogućnosti predočiti ključeve i dokumente vozila prilikom povrata vozila iz najma.

g) vozilo koristio protivno njegovoj namjeni.

h) vozilo koristio po nerazvrstanim cestama.

i) kada je vozilom upravljao neovlašteni Korisnik/vozač odnosno bilo koju štetu koju je izazvao neovlašteni korisnik/vozač.

j) vozilom upravljao vozač bez vozačke dozvole ili vozač kojem je vozačka oduzeta ili ima zabranu upravljanja motornim vozilima.

k) kršio prekogranična ili teritorijalna ograničenja, tj. ako je korisnik vozio vozilo izvan granica RH, a da to prethodno nije najavio Najmodavcu prilikom rezervacije ili preuzimanja vozila, te za to dobio izričitu dozvolu.

l) vozilo oštećeno zbog kršenja prometnih propisa, ograničenja ili zabrana, namjerno ili zbog grube nepažnje Korisnika odnosno osoba pod njegovom kontrolom i osoba za koje on odgovara.

m) vozilo preopterećeno više od specifikacija proizvođača iz prometne dozvole ili je u vozilu bilo više osoba od dopuštenog.

n) utovar i istovar u vozilo vršen u trenutku kada je vozilo na prometnici.

o) Korisnik propustio zaustaviti vozilo ili ostati na mjestu događaja nakon nastanka nesreće i osigurati policijski zapisnik o događaju u situaciji kada je to potrebno učiniti.

p) došlo do pucanja ili oštećenja gume ili do oštećenja guma zbog upotrebe kočnica.

q) oštećenja vozila i/ili motora vozila zbog naleta neprimjerenom brzinom na veću količinu vode na prometnici

r) šteta nastala zbog tereta koji se prevezio u vozilu ili na vozilu.

s) šteta nastala pražnjenjem akumulatora zbog krivice Korisnika.

t) šteta nastala u unutrašnjosti vozila (osim ako je ista posljedica nezgode).

u) vozilo vraćeno u iznimno neurednom stanju te je potrebno vanstandardno pranje vozila.

v) šteta nastala na vozilu nakon završetka ugovorenog trajanja najma odnosno nakon isteka odobrenog produženja trajanja najma.z) vozilo koristio radi počinjenja kaznenih djela i u druge protuzakonite svrhe.

72. Plaćanjem/uključenjem CDW, TP, CDR, WUG, SCDW i PAI pokrića nije pokrivena odgovornost Korisnika i u drugim okolnostima predviđenim zakonskim propisima i pravilima osiguranja, koja uređuju gubitak prava iz osiguranja. Također, navedena pokrića ne pokrivaju štete prouzročene ratnim operacijama ili pobunama, niti štete zbog gubitka/oštećenja dodatne i obvezne opreme vozila, ključeva i dokumenata.

73. Ukoliko Korisnik mimo Najmodavca ugovori s nekom drugom pravnom ili fizičkom osobom neko osiguranje/pokriće, takvo osiguranje/pokriće nije obvezujuće za Najmodavca .

74. Odgovornost Korisnika za nestanak dijelova, dodatne opreme, ključeva i dokumenata vozila, osim ako je isto posljedica prometne nesreće, nije pokrivena CDW, TP, WUG, CDR i SCDW naknadama.

75. Korisnik se smatra odgovornim za svoje osobne stvari ostavljene u vozilu, te Najmodavac nema nikakvu odgovornost za eventualni nestanak istih iz vozila za vrijeme trajanja najma.

Dokumenti

76. Sva vozila se iznajmljuju sa potrebnim dokumentima te je Korisnik cijelo vrijeme trajanja najma vozila odgovoran za te dokumente. U slučaju da Korisnik izgubi dokumente, ključeve, registracijske pločice i sl., Korisnik će snositi troškove izrade novih po cijenama definiranim Odlukom/Cjenikom Najmodavca (članak 24. ovih Općih uvjeta najma).

Otkaz ugovora o najmu

77. Najmodavac ima pravo raskinuti Ugovor o najmu i odmah preuzeti vozilo u posjed ako Korisnik ne postupi ili ne postupa u skladu s bilo kojim odredbom ovih Uvjeta ili Ugovora o najmu, ili ako je vozilo oštećeno. Prestanak najma prema ovoj odredbi ne dovodi u pitanje druga prava Najmodavca prema ovim Uvjetima i Ugovoru o najmu.

Prometni/parking prekršaji

78. Korisnik se smatra odgovornim za sve prometne prekršaje počinjene za vrijeme najma. U slučaju da korisnik te kazne ne plati, Najmodavac će ih naplatiti korisniku, zajedno sa administrativnim troškovima.

79. Najmodavac može, u slučaju da dobije obavijest o prometnom ili parkirnom prekršaju/naknadi počinjenom za vrijeme najma, obavijestiti Korisniku te dostaviti potrebne informacije nadležnom tijelu za izdavanje takve obavijesti.

80. Najmodavac može naplatiti Korisniku administrativnu naknadu sukladno važećem cjeniku Najmodavca za pokriće troškova obrade i slanja obavijesti nadležnom tijelu o Korisniku vezanom uz prometne i parkirne prekršaje i naknade.

81. U slučaju da Najmodavac bude u obvezi platiti naknade za prometne ili parkirne prekršaje, Najmodavac će nakon plaćanja istih teretiti Korisnika odnosno njegov račun, za iznos plaćene naknade, uvećane za kamate i druge troškove.

Najmodavac zadržava pravo da naplati gore navedene troškove bez da prethodno obavijesti Korisnika. Državni porezi, takse i sl. će se naplatiti sukladno važećoj zakonskoj regulativi.

Osobni/kontakt podaci/zaštita podataka (usklađeno sa GDPR (EU) 2016/679)

82. Materijalne Odredbe ovog Ugovora predstavljaju povjerljive podatke u smislu važećih propisa.

83. Korisnik je upoznat sa Općim uvjetima o zaštiti osobnih podataka Najmodavca, te je upoznat da Najmodavac prikuplja osobne podatke koji su navedeni u Općim uvjetima o zaštiti osobnih podataka.

84. Najmodavac će podatke koristiti u svrhu koja je navedena u Općim uvjetima o zaštiti osobnih podataka te primjenjuje maksimalne tehničke, organizacijske i kadrovske mjere zaštite osobnih podataka.

85. Korisnik je upoznat da ima pravo povući privolu u svakom trenutku na način da se obrati službeniku za zaštitu osobnih podataka na kontakt podatke koji su javno objavljeni na web stranicama društva Najmodavca

86. Korisnici su upoznati da će Najmodavac na opravdani zahtjev ovlaštenih tijela dostaviti njihove osobne podatke.

Završne odredbe

87. Prijevod ovih Općih uvjeta najma na engleski jezik je informativne prirode, te u slučaju dvojbe, jedini pravno obvezujući dokument su ovi Opći uvjeti najma vozila na hrvatskom jeziku.

88. U slučaju spora, postupat će stvarno nadležni sud u Rijeci (Republika Hrvatska).

89. Ovi Opći uvjeti najma vozila stupaju na snagu dana 01.06.2021.g.

GENERAL TERMS AND CONDITIONS - General provisions

1. "Landlord" - the company UNIQUE d.o.o., with its registered office at the address: Tići 22a, Rijeka, Croatia, OIB: 10314183465

2. "Lessee" - a natural or legal person who or on whose behalf the vehicle is rented. In the car rental agreement it is stated as "Invoice for" and is responsible for compliance with all points of these General Terms and Conditions of Lease and the Lease Agreement.
 3. "Lease agreement" - an individual contract signed when taking over a rental vehicle in which the use of the vehicle is approved, defining the taking over and returning of the vehicle, insurance included in the rental price, method of rent payment, handling of vehicle damage and other rights and obligations which both parties fully accept by their signature.
 4. The "Damage report" contains information on the mileage, fuel and damage and any defects in the rented vehicle.
 5. The Damage report and the General Rental Conditions are considered an integral part of the Rental Agreement.
 6. "Driver" - a natural person listed in the Lease Agreement as a "User" who signs the Lease Agreement and takes over the vehicle, responsible for compliance with all provisions of the Lease Agreement.
 7. "Additional driver" - a natural person listed in the Agreement as an "Additional Driver" who has been approved to drive a vehicle responsible for compliance with all provisions of the Lease Agreement.
 8. "User" - the Lessee, the Driver and the Additional Driver hereinafter referred to as the General Terms and Conditions are marked with one word "User".
 9. "Unauthorized user / driver - any person who is not listed in the Lease Agreement as an authorized user of the vehicle, as well as a person who does not meet the prescribed conditions for driving the relevant class and category of vehicle or whose authorization / driving license has been revoked.
 10. "Vehicle" - a vehicle specified in the Lease Agreement.
 11. Current General Terms and Conditions of Lease of Unique d.o.o. are displayed in all branches of the Lessor as well as on the official website of the Lessor: www.unique.hr
 12. The driver and additional driver can be:
 - a person who has reached the age of 21 and a valid driver's license for at least 2 years
 - exceptionally for vehicle categories (FVMR, XGAR, FFMR, XTAR, PDAR, PVAR, PFAR, LDAR, LVAR, XDAR, XFAR, FKMR) minimum requirements are: 25 years of age and 5 years of driving experience
 - persons who have a valid credit card which the Lessor accepts and with which the User guarantees for obligations that may arise from the rental and in connection with the rental of the vehicle in accordance with these Terms and the Lease Agreement.
- When renting a vehicle, the User is obliged to present to the Lessor the originals of valid documents (identity card or passport and driver's license) as a precondition for renting a vehicle.
13. The driver and the additional driver undertake:
 - return the taken over vehicle with all associated accessories and equipment in the place and term determined by the Lease Agreement, ie at the request of the Lessor.
 - take care of the technical correctness of the vehicle and mandatory periodic servicing of the vehicle,
 - maintain the vehicle properly and keep it with the attention of a conscientious businessman
 14. The User may not make any changes to parts, assemblies or devices on the vehicle without the prior consent of the Lessor.
 15. The costs of fuel consumed during the rental are borne by the User, ie the amount of fuel when returning the vehicle must correspond to the level when taking over the vehicle.
 16. A driver who takes over a vehicle on behalf of the Lessee of a legal entity and signs the Lease Agreement, guarantees that he has the authority to do so and is responsible with that legal entity for respecting and fulfilling all obligations under the Lease Agreement.

17. The General Lease Terms apply to each signed Lease Agreement as a supplement to the Lease Agreement. The General Terms and Conditions are an integral part of each Lease Agreement.

Picking up and returning the vehicle

18. After concluding the Lease Agreement, the Lessor undertakes to deliver the vehicle to the User, which meets the legal conditions for renting, in a technically correct condition and with all the necessary documentation, accessories and mandatory equipment.

19. By signing the Lease Agreement and the Vehicle Condition Form, the User confirms that he takes over the vehicle in good condition, with the associated equipment and the necessary documentation, and agrees with the price and rental conditions.

20. When taking over the vehicle, the User is obliged to check the condition of the vehicle and additional equipment in the usual way and report the defects to the Lessor, if any, who is obliged to record them in the Vehicle Condition Form (Damage report).

21. When returning a rented vehicle, the Lessor is obliged to inspect the vehicle with the User, record visible defects if any and inspect the vehicle equipment.

22. The user is obliged to return the vehicle with the accompanying documents and additional equipment (if he borrowed it at the beginning of the lease).

23. Damage / loss of documents, keys, license plates or any of the equipment is not covered by any standard or additional insurance and the User is responsible for the resulting damage.

24. If a customer does not return or damage any of the items listed in the following table, he will be charged the minimum cost according to the amounts in the table (VAT included) separately for each item.

ITEM AMOUNT OF COST • VEHICLE KEYS * - 1.500,00 kn • TRAFFIC LICENSE OF THE VEHICLE 1.500,00 kn • REGISTRATION PLATES 1.500,00 kn

* In case of loss of keys of individual vehicle models, the cost of charging for a new key may be higher (according to the offer of the authorized dealer of the vehicle brand in question).

25. Collection and return of vehicles is possible during working hours in the Lessor's offices, and collection and return outside working hours is charged according to the valid price list. Delivery and collection of vehicles outside the Lessor's branches is possible at an additional cost depending on the distance from the branch.

26. If the User returns the vehicle outside the working hours of the Lessor's branch, he is responsible for the vehicle until the moment when it is inspected by the Lessor's employees.

27. In case of return of the vehicle outside working hours, the User is responsible for any damage to the vehicle, parking and traffic violations and similar penalties until the moment when it is inspected by the Employer's employees.

Vehicle use and user obligations

28. The user undertakes:

a) return the vehicle to the place and within the period determined by the Lease Agreement, in condition, with the equipment and with the amount of fuel in which he took it over.

b) personally request an extension of the agreed lease term from the Lessor, at least 24 hours before the expiration of the lease term; otherwise it will be considered that the User has illegally appropriated the vehicle.

c) not to use the vehicle for driver training, transport or towing of other vehicles or trailers, for paid passenger transport, for races, endurance tests, speed tests; for illegal purposes (eg for the purpose of committing criminal offenses, customs and foreign exchange offenses).

d) that only he will use the vehicle, for his own needs and in accordance with the purpose of the vehicle.

e) do not give the vehicle for use to unauthorized users and third parties.

f) use the vehicle properly and treat the vehicle with the care of a conscientious host / manager.

d) do not smoke in the vehicle.

- h) the vehicle after leaving, always lock, close the windows and take the keys and documentation of the vehicle and always have them under personal control.
- i) drive only on public roads, respecting all traffic regulations and traffic regulations.
- j) take care of the regular technical correctness of the vehicle, ie regularly check the coolant, oil, tire pressure, etc.
- k) do not make any modifications to the vehicle.
- l) bear all costs related to the operation of the vehicle: fuel, tolls, tolls, parking, misdemeanor and other similar fees.
- m) not to transport or allow the transport of more passengers or goods in the vehicle than the maximum allowed stated in the registration certificate of the respective vehicle.
- n) not to leave the vehicle outside the borders of Rep. Croatia, unless previously announced to the Lessor when booking or picking up the vehicle, for which the Lessor may charge an additional fee.
- o) not assume any obligations on behalf of the Lessor regarding the vehicle and its use and operation.
- p) not to rent or lend a vehicle to persons.
- r) not to use a vehicle under the influence of alcohol, sedatives, sleeping pills, barbiturates, narcotics, hallucinogens and other drugs.
- s) comply with the speed limits and other traffic rules laid down by the law of the country in which the vehicle is driven.

t) do not overload the rented vehicle with persons or cargo beyond the permitted maximum weight.
29. If the User violates any of the provisions of Article 28 of these General Terms and Conditions, he undertakes to compensate the Landlord for all and any damage that would occur to him for that reason, the amount of which will be determined by the Landlord.

30. The lessee-legal entity may exceptionally, with prior written notice and consent of the Lessor, lease the vehicle as a driver to its employee, who meets all the prescribed conditions of Article 12 of these General Terms, and in that case is obliged to acquaint him with these Terms rental and the responsibilities of the driver, which in no way diminishes the liability of that legal entity for compliance with these Terms and the Lease Agreement.

31. The user undertakes during the lease:

- a) apply all reasonable care, ie the attention of a conscientious host / manager when driving and parking the vehicle.
- b) maintain the coolant in the vehicle at the prescribed level.
- c) maintain the oil in the vehicle engine at the prescribed level.
- d) use only the type of fuel specified for the vehicle.
- e) maintain the tire pressure at the correct level.
- f) do not change the data on the speedometer or odometer.
- g) if the light on the instrument panel of the vehicle signals or the User considers that the vehicle requires a mechanical inspection or repair, stop driving and immediately notify the Lessor.
- h) ensure that all drivers authorized to use the vehicle during the rental period are fully aware of and aware of the provisions of the Rental Agreement and these General Terms and Conditions.

Lease extension

32. In case the User needs a vehicle longer than the agreed rental time, the User is obliged to inform the Lessor, at least 24 hours before the end of the rental, to obtain the written consent of the Lessor.

33. The User must come to the nearest branch of the Lessor, extend the Agreement, leave an additional warranty if necessary, and sign and take over the Lease Agreement with the newly agreed date of return of the vehicle.

34. In case of non-fulfillment of these conditions, it is considered that the user has illegally appropriated the vehicle. In that case, the Lessor reserves the right to use all legal measures to confiscate the vehicle in question from the User.

If the user acts contrary to Articles 32 and 33 of the General Terms and Conditions, it will be considered that he has illegally appropriated the vehicle.

35. If the User returns the vehicle after the date specified in the Lease Agreement, the Lessor will perform a new calculation of vehicle rental prices.

Rent payment

36. When concluding the Lease Agreement, the User must have a valid and valid credit card (VISA, MASTERCARD, AMERICAN EXPRESS or DINERS) as a payment guarantee.

37. The user agrees to take pre-authorization on the credit card in an amount that depends on the category of the rented vehicle.

38. The credit card holder must be present approx when taking over the vehicle for rent, and his data must be stated in the Lease Agreement as a User. It is not possible to use a credit card as a payment guarantee without the presence of the credit card holder.

39. The lessee is obliged to pay the basic rental price and all additional services he used (eg child seat, GPS, pick-up fee outside working hours ... etc.) as well as all additional service fees and costs listed in Lease agreement.

40. The following may be used as a means of payment: credit card, electronic / debit card (MAESTRO or VISA electron), banknotes or transaction payment (with the prior consent of the Lessor).

41. If the User settles his costs for renting a vehicle with a credit card, the same by the signed Lease Agreement authorizes the Lessor to charge the rental costs directly to the credit card issuer and without a slip form.

In the event that the User has not paid additional insurance (SCDW), by signing the Lease Agreement, the User authorizes the Lessor to charge the credit card holder the cost of damage to the vehicle up to the deductible or the full amount of damage if he did not comply with these general rental conditions.

The User agrees that, at the expense of his credit card or some other method of payment, the Lessor charges all costs of repairs, breakdowns or losses discovered after the vehicle is returned, and the User has not notified the Lessor in accordance with the vehicle return procedure.

42. If the User settles his vehicle rental obligations on the basis of the submitted offer. The lessor is obliged to pay the indicated amount within the deadline and under the conditions indicated on the invoice.

43. The User undertakes to settle the invoice no later than at the time of returning the vehicle according to the details specified in the Lease Agreement. The amount is paid in accordance with the tariff in force at the time of signing the Contract. In case of late payment, legal default interest and reminder costs are charged. In the event that the vehicle is returned to a location other than the one where the vehicle was picked up, the final settlement is made by the location / branch of the Lessor where the vehicle was returned.

44. By signing the Lease Agreement, the Beneficiary accepts that the following are responsible for the payment of all items of the Lease Agreement:

- landlord
- driver - in case the renter refuses to pay in full or in part the obligation under this car rental agreement
- additional driver - in case the renter or the driver refuses to pay in full or in part the obligation under this car rental agreement

45. All items of the Vehicle Rental Agreement will be calculated in Croatian Kuna (HRK). In case of currency conversion, the middle exchange rate of the Croatian National Bank will be used.

Damage, malfunction, traffic accident, theft, loss of documentation and handling of these cases

46. The User undertakes to protect the interests of the Lessor and his insurance company in the event of an accident by:

- record the personal data of the participants in the accident (name, surname, OIB, address, identity card number, driver's license number, vehicle owner, vehicle insurance company, AO police policy number).- secure or remove the vehicle before leaving it.- inform the nearest police station and the Lessor about the damage (if it is insignificant) as soon as possible and obtain a police record / certificate of vehicle damage - in case of damage or if there are injured persons in the accident, as well as in all cases of obvious guilt of other persons, it is obligatory to immediately call and wait for the arrival of the traffic police to conduct an official inspection and inform the Lessor's office where the vehicle is rented.- when returning the vehicle, enclose all police reports on damage / accident as well as the results of the breathalyzer test.- when returning the vehicle, fill in the Lessor's standard statement of damage and enclose copies of the driver's license (on both sides). If the Lessee fails to take the above steps in the event of an accident, he is liable for all consequences and damages that would occur to the Lessor from that failure and will be charged for the full amount of damages.

47. If the vehicle involved in the accident is damaged, broken or requires repair or rescue, and if it is no longer technically correct, regardless of the cause, the User must immediately notify the Lessor of the incident and fill out a report on the event / damage, and to secure the vehicle from collapse and even greater damage.

48. The User may not organize or undertake any repairs without the written consent of the Lessor, except to the extent necessary to prevent further damage to the vehicle or other property. If the vehicle requires repair or replacement, the decision to provide the User with another vehicle belongs to the Lessor.

49. In the event of a traffic accident or theft / disappearance of a vehicle, the User is obliged to immediately call the police and request a report of the event.

50. The cost of registration and re-creation of the lost supporting documentation for the vehicle is charged to the User according to the valid Decision of the Lessor (see Article 24 of these General Terms and Conditions).

51. The Lessor shall reimburse the User for the necessary costs for oil, lubricants, regular servicing and minor repairs, incurred during the rental, if the costs were incurred with prior notice and written approval of the Lessor, except for washing the rented vehicle, all based on the invoice payment made. The invoice must read to the Lessor and will be recognized by the Lessor. If it is determined that the User has unreasonably or unnecessarily replaced an assembly, part or device on the vehicle, the Lessor will not pay the User the value of that part, assembly or device. To reimburse the above costs, the User must obtain the consent of the authorized person of the Lessor, otherwise the reimbursement will not be recognized.

Vehicle maintenance

52. The user agrees to maintain the vehicle in good condition and to regularly check the engine and oil, as well as the coolant level and tire pressure. The user is considered responsible for settling all damages caused by insufficient maintenance of the vehicle.

53. In the event that the rented vehicle during the rental reaches the mileage at which regular service is provided or the vehicle with a message on the instrument panel automatically signals this, the User must notify the Lessor and make the vehicle available to be able to perform service. The Lessor shall make a replacement vehicle available to the User, if so agreed.

54. The user agrees that he took over the vehicle in technically correct condition and with all the necessary equipment and is obliged to report to the Lessor as soon as possible any circumstance that affects / changes this status, such as worn tires, damaged body part (eg rearview mirror ...), Blown bulbs and the like... or anything else that significantly affects driving safety. If the User fails to do so, he is responsible for all consequences that could occur to the Lessor from that failure.

55. The user is obliged to treat the vehicle with the attention of a conscientious businessman, which includes the following:

notify the Landlord immediately of any signal warnings on the vehicle, such as for service, high engine temperature, plate scraping sound, traces of oil dripping under the vehicle...

Otherwise, the User will be held liable for all consequences of this failure in legal and financial terms.

Insurance / coverage and damages

56. All vehicles are insured against liability for damage caused to a third party.

57. Liability in damages / Participation in damages (franchise)

The User's liability (except for liability for the disappearance of additional equipment and vehicle parts) may be limited to the amount of participation in the damage (franchise), according to the Lessor's tariff, by paying in advance the daily allowance / fee / insurance according to the Lessor's valid price list. , provided that the User has not caused the damage in violation of the provisions of these Terms, the Lease Agreement and legal regulations, or intentionally or improper use of the vehicle.

58. When returning the vehicle, the Lessor's employee will inspect the vehicle, determine the damage and compare them with the Vehicle Condition Form when taking over the vehicle and charge the User the amount of damage in accordance with the applicable Lessor's tariff for renting damage to rented vehicles.

59. If the vehicle has such damage that it is not possible to immediately estimate the amount of newly incurred damage, an official estimate of the amount of vehicle repair will be requested and it will be the basis for dealing with the User.

60. CDW (Collision Damage Waiver) - risk compensation with participation in the damage - by paying this fee

The User's liability for damage to the Lessor's vehicle is limited to the amount of the deductible / share in the damage if it complies with all the provisions of these general rental conditions. CDW does not cover risks: destruction / damage of car tires, rim or rim cover, destruction / damage of vehicle undercarriage, vehicle interior, all vehicle windows and all damage without police record.

61. TP (Theft Protection) - compensation for the risk of theft of a vehicle with participation in damage - by paying this compensation The user's liability for damage due to theft of a vehicle is limited to the amount of deductible / participation in damage, if he complies with all provisions of these general rental conditions.

62. CDR (Collision Damage Reduction) - The participation in the damage (franchise) can be partially redeemed by paying a supplement for partial redemption of the franchise according to the valid price list (CDR), in which case the User pays a reduced amount of deductible (according to Article 59 of the General Terms). if it complies with all the provisions of these General Terms and Conditions.

Payment of CDR coverage does not cover the risks: destruction / damage of tires, rim or rim cover, destruction / damage of the vehicle's undercarriage, vehicle interior (unless the interior is damaged in an accident), all vehicle windows and all damage without police record. CDR coverage does not preclude the obligation to contact the police and the Lessor in the event of vehicle damage.

63. SCDW (Super Collision Damage Waiver) - Participation in the damage can be redeemed by paying a franchise redemption fee according to the valid Price List (SCDW), in which case the User does not pay the franchise amount, if he complies with all provisions of these general lease conditions.

Payment of SCDW coverage does not cover the risks: destruction / damage of tires, rim or rim cover, destruction / damage of the vehicle's undercarriage, vehicle interior (unless the interior is damaged in an accident), all vehicle windows and all damage without a police record. SCDW coverage does not preclude the obligation to contact the police and the Lessor in the event of damage to the vehicle.

64. WUG (Wheels, Underside & Glass Insurance) - by paying this fee, a cover for destruction / damage of tires, rim or rim cover, destruction / damage of vehicle undercarriage and vehicle windows is contracted.

WUG coverage does not exclude the obligation to contact the police and the Lessor in case of damage to the vehicle.

65. SMART PROTECT Insurance package insurance package that includes insurance: CDW, TP, CDR and WUG.

PREMIUM PROTECT Insurance package - insurance package that includes insurance: CDW, TP, SCDW and WUG

66. PAI (Personal Accident Insurance) - by paying a daily allowance for passenger insurance, the driver and passengers in the rented vehicle are insured against accidents in case of death, disability and injury treatment costs under the conditions and up to the amount prescribed by the insurance company. accident insurance policy.

Insurance of drivers and other passengers against the consequences of a traffic accident while driving and operating motor vehicles owned or leased by insurance policyholders (Unique d.o.o.) - in case of death due to an accident of the driver and passenger as a result of an accident: HRK 40,000.00

- in case of permanent disability: up to HRK 80.00.00

67. RA (Road Assistance) - allowance for technical assistance / roadside assistance

RA means the organization by the Lessor of roadside assistance in case of immobility of the vehicle during the rental period.

1. If the User pays RA when signing the vehicle rental agreement, the Lessor's obligation is to: - provide all necessary assistance / assistance after the User has contacted him through the Lessor's technical service number.

- if necessary, organize a towing service for a stationary vehicle to the nearest service / branch of the Lessor (the cost of the towing service is covered by the Lessor). In the event of the User's fault for vehicle immobility (incorrect fuel spilled, punctured / destroyed tire, damaged vehicle clutch, lost vehicle keys, stuck vehicle and damage to the vehicle that caused the immovability...) this cost will be charged to the User in accordance with these General Rental Terms.

2. If the User decides not to contract the RA when signing the vehicle rental agreement, and the real estate of the vehicle occurs, the User may choose one of the following two options:

a) contact the Lessor and ask the Lessor to organize roadside assistance / assistance. In that case, he will be charged the amount of EUR 50.00 when closing the lease agreement, and he will be additionally charged the cost of eliminating the cause of the real estate, ie the cost of the towing service.

b) contact the Lessor and inform him about the problem with the vehicle and organize and pay for the towing service and bring the vehicle to the nearest branch of the Lessor.

68. CB (Cross Border) - permit for crossing the border of the Republic of Croatia

Lessor's vehicles are not allowed to go outside the borders of Rep. Of Croatia (RH) without the prior permission of the Lessor. The user is obliged to inform the Lessor when renting a vehicle about leaving the vehicle outside the borders of the Republic of Croatia. If the Lessor approves the departure of the vehicle outside the Republic of Croatia, the same should be stated in the Contract.

If the User does not inform the Lessor about leaving the Republic of Croatia, the User crosses the border at his own risk, in which case the insurance, which the User has chosen when concluding the Lease Agreement, is not valid.

If the User announces to the Lessor to leave the vehicle outside the Republic of Croatia and the Lessor approves it, the Lessor states this in the Lease Agreement and charges a fee for leaving the vehicle outside the Republic of Croatia according to the Lessor's tariff.

In the event that the Lessor approves the departure of the vehicle outside the Republic of Croatia, the Beneficiary is also valid outside the Republic of Croatia for all insurances defined at the beginning of the lease. Belarus, Estonia, Latvia, Lithuania Russia.

69. FIT (Ferry / Island / Transit permission) - Allowance for transport of vehicles on ferries, insurance on islands and transit through Neum (BiH)

If the User crosses the transit through the place Neum (Bosnia and Herzegovina) on the way from / to the far south Rep. Croatia is obliged to announce this to the Landlord.

The user is also obliged to inform the Landlord about the use of the ferry and departure by vehicle to the islands. The landlord may charge a fee in accordance with the tariff.

If the User does not contract the FIT supplement, and uses the vehicle in transit through the area of Neum (BiH), on the ferry and on the islands, the contracted insurances stated in the Lease Agreement are not valid.

70. In order to exercise the right to limit liability or purchase participation in the damage, the User must prove that the vehicle was used correctly, that it complied with these General Terms and Conditions, the Lease Agreement and regulations, as well as the third party's liability for damage (minutes, European report, etc.) at the latest when returning the vehicle / ending the lease, ie when calculating the price, fees and damages from the Lessor. Otherwise, they will not be able to use the limitation of liability or the redemption of participation in the damage.

71. Loss of right to limitation of liability and loss of right from insurance All damages caused to the vehicle intentionally and by gross negligence of the User are not included in any type of insurance / coverage and as such will be charged to the User in full.

Payment / inclusion of CDW, TP, CDR, WUG, SCDW SMART PROTECT or PREMIUM PROTECT insurance package does not reduce the material liability of the User if:

- a) The user drove the vehicle under the influence of alcohol, drugs or narcotics.
- b) The User operated the vehicle when it was unsafe or unsuitable for driving, and such a condition occurred during the rental period, which caused or contributed to damage to the vehicle, and the User was aware or had to be aware of the insecurity or unsuitable condition of the vehicle.
- c) mechanical failure, damage to the engine or drive mechanism of the vehicle and / or electrical or electronic failure as a result of improper use of the vehicle. This exemption also applies to damage to the engine or transmission system directly caused by any mechanical failure or breakage.
- d) damage to the vehicle due to lack of engine oil, spilling of the wrong oil or fuel, lack of transmission or differential oil, coolants, as well as damage to the clutch or transmission.
- e) a vehicle used for racing, driver training, endurance testing, speed testing, reliability testing, rally racing or competition, or for testing and in preparation for any of the above.
- f) The user failed, after leaving the vehicle, to lock it with closed windows and take the keys and documentation of the vehicle and always have them under personal control, or when he is unable to present the keys and documents of the vehicle when returning the rental vehicle.
- g) used the vehicle contrary to its purpose.
- h) used the vehicle on unclassified roads.
- i) when the vehicle was driven by an unauthorized User / driver or any damage caused by an unauthorized user / driver.
- j) the vehicle was driven by a driver without a driver's license or by a driver whose driver's license has been revoked or who is prohibited from driving motor vehicles.
- k) violated cross-border or territorial restrictions, ie if the user drove the vehicle outside the borders of the Republic of Croatia, without first notifying the Lessor when booking or taking over the vehicle, and obtained an explicit permit.
- l) a vehicle damaged due to violation of traffic regulations, restrictions or prohibitions, intentionally or due to gross negligence of the User or persons under his control and persons for whom he is responsible.
- m) the vehicle is overloaded more than the manufacturer's specifications from the traffic license or there were more people in the vehicle than allowed.
- n) loading and unloading into the vehicle performed at the moment when the vehicle is on the road.
- o) The user failed to stop the vehicle or remain at the scene after the accident and provide a police record of the incident in a situation where it is necessary to do so.

- p) the tire is cracked or damaged or the tires are damaged due to the use of brakes.
- q) damage to the vehicle and / or engine of the vehicle due to a collision at an inappropriate speed with a large amount of water on the road
- r) damage caused by cargo transported in or on the vehicle.
- s) damage caused by discharging the battery due to the fault of the User.
- t) damage caused to the interior of the vehicle (unless it is the same consequence of an accident).
- u) the vehicle was returned in an extremely untidy condition and non-standard vehicle washing is required.
- c) damage caused to the vehicle after the end of the agreed lease term or after the expiration of the approved extension of the lease term. z) used the vehicle for the purpose of committing criminal offenses and for other illegal purposes.

72. Payment / inclusion of CDW, TP, CDR, WUG, SCDW and PAI coverage does not cover the liability of the User in other circumstances provided by legal regulations and insurance rules, which regulate the loss of insurance rights. Also, these covers do not cover damages caused by war operations or riots, nor damages due to loss / damage of additional and mandatory vehicle equipment, keys and documents.

73. If the User, in addition to the Lessor, contracts with another legal or natural person some insurance / coverage, such insurance / coverage is not binding for the Lessor.

74. The User's liability for the disappearance of parts, accessories, keys and documents of the vehicle, unless it is the result of a traffic accident, is not covered by CDW, TP, WUG, CDR and SCDW fees.

75. The user is considered responsible for his personal belongings left in the vehicle, and the Lessor has no responsibility for their possible disappearance from the vehicle during the rental period.

Documents

76. All vehicles are rented with the necessary documents and the User is responsible for these documents throughout the rental period. In case the User loses documents, keys, registration plates, etc., the User will bear the costs of making new ones at the prices defined by the Decision / Price List of the Lessor (Article 24 of these General Terms and Conditions).

Termination of the lease agreement

77. The Lessor has the right to terminate the Lease Agreement and immediately take possession of the vehicle if the User does not act or does not act in accordance with any provision of these Terms or the Lease Agreement, or if the vehicle is damaged. Termination of the lease under this provision is without prejudice to the other rights of the Lessor under these Terms and the Lease Agreement.

Traffic / parking offenses

78. The user is held liable for all traffic offenses committed during the rental. In the event that the user does not pay these penalties, the Lessor will charge them to the user, together with administrative costs.

79. The Lessor may, in case it receives a notification of a traffic or parking violation / compensation committed during the lease, notify the User and provide the necessary information to the competent authority for issuing such notification.

80. The Lessor may charge the User an administrative fee in accordance with the valid price list of the Lessor to cover the costs of processing and sending notifications to the competent authority about the User related to traffic and parking violations and fees.

81. In the event that the Lessor is obliged to pay fees for traffic or parking violations, the Lessor shall, after paying them, charge the User or his account, for the amount of the fee paid, increased by interest and other costs.

The Landlord reserves the right to charge the above costs without prior notice to the User. State taxes, fees, etc. will be collected in accordance with applicable legislation.

Personal / contact data / data protection (GDPR (EU) 2016/679 compliant)

82. The Material Provisions of this Agreement constitute confidential information for the purposes of applicable regulations.

83. The User is familiar with the General Terms and Conditions for the protection of personal data of the Lessor, and is aware that the Lessor collects personal data listed in the General Terms and Conditions for the protection of personal data.

84. The Lessor shall use the data for the purpose specified in the General Terms and Conditions on Personal Data Protection and apply the maximum technical, organizational and personnel measures for the protection of personal data.

85. The User is informed that he has the right to withdraw consent at any time by contacting the Personal Data Protection Officer on the contact information that is publicly published on the website of the Landlord

86. Users are informed that the Landlord will provide their personal data at the justified request of the authorized bodies.

Final provisions

87. The translation of these General Terms and Conditions into English is for information purposes only, and in case of doubt, the only legally binding document is these General Terms and Conditions of Car Rental in Croatian.

88. In the event of a dispute, the court with actual jurisdiction in Rijeka (Republic of Croatia) will act.

89. These General Terms and Conditions of Car Rental shall enter into force on 01.06.2021.