

**GENERAL CONDITIONS - BIKE RENTAL**  
**The Institute for Entrepreneurship, Tourism, and Youth Brežice**

**Article 1**

These general conditions define the terms of rental and use of bicycles owned by The Institute for Entrepreneurship, Tourism, and Youth Brežice, specifically at the TIC Čatež ob Savi Unit, Topliška cesta 35, and at the institute's headquarters at Gubčeva ulica 10a, 8250 Brežice, as well as the obligations of the owner and renter. These general conditions bind the owner and the renter as contractual provisions, in accordance with Article 120 of the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/07 - official consolidated text, 64/26 - Constitutional Court decision, and 20/18 - OROZ631).

**Article 2**

Upon taking possession of the rented bicycle, it is necessary to sign a declaration of rental of the bicycle. By signing the declaration, the renter accepts the general conditions of bicycle rental. Upon taking possession of the rented bicycle, the renter must present a valid personal identification document and undertake to provide accurate personal information when signing the declaration of rental of the bicycle. The owner undertakes to keep and use the received data in accordance with the Personal Data Protection Act (Zvop).

**Article 3**

Bicycle rental is subject to a fee, and the declaration of rental of the bicycle is valid only if the payment for the entire rental period is made in advance. The price list for rental and other associated costs related to bicycle rental is published on the website of the Institute for Entrepreneurship, Tourism, and Youth Brežice (ZPTM Brežice) and [www.visitbrezice.si](http://www.visitbrezice.si).

In case of delay returning the bicycle, additional rental hours will be charged according to the applicable price list.

**Article 4**

Only adults are allowed to use the rented bicycle. The person who rents the bicycle assumes full responsibility for the bicycle and its equipment. Minors may use the bicycle only in the presence of an adult who assumes responsibility for any damage caused by the minor to third parties or suffered by the minor himself/herself. The bicycle owner may refuse to hand over the bicycle to a person who, in their opinion, is not capable of riding a bicycle as prescribed by the Road Traffic Safety Act (ZVCP-1) or for any other justified reason.

In case the same renter repeatedly violates the general conditions of bicycle rental, the bicycle owner has the right to temporarily or permanently deny them access to the bicycles. In the case of a group of renters, the declaration of rental of the bicycle can only be signed by one renter of the group, but the owner must provide all necessary identification details of all the renters.

#### **Article 5**

Upon delivery of the bicycle for rental, the renter and the owner's representative jointly inspect the bicycle and cycling equipment. Upon taking possession of the bicycle, the renter signs the Declaration of Rental of the Bicycle, thereby confirming the proper condition of the bicycle or familiarizing themselves with any minor acceptable defects resulting from regular use of the bicycle that does not mean a danger when operating the bicycle.

The renter must immediately report any defects to the owner if they notice them after taking possession of the bicycle but before leaving the owner's location. The renter is obliged to return the rented bicycle on time and no later than the agreed time stated in the Declaration of Rental of the Bicycle.

#### **Article 6**

The renter of the bicycle who returns the rented bicycle in a non-functioning or damaged condition may exchange it for another fully operational bicycle until the end of the rental period. In this case, the renter must immediately inform the owner about the reasons for the damage to the bicycle. Such exchange of bicycles is subject to the availability of bicycles at the owner, regardless of whether the replacement bicycle has different characteristics from the one being exchanged. If the owner does not have any replacement bicycles available, they are not obliged to refund the renter if there is less than 2 hours of rental time remaining. Otherwise, the owner will refund a proportional portion of the rental fee based on the rental period. The owner considers the rules stated in this article if the returned bicycle is not damaged due to intentional actions by the renter.

Upon returning the bicycle, the renter and the owner prepare and sign a Takeover Report, which indicates any damage to the rented bicycle. If the renter refuses to sign the Takeover Report or disagrees with the owner's findings, the owner has the right to act in accordance with the provisions of these general conditions, particularly those relating to compensation and security deposit. In cases where the renter has caused damage to the bicycle intentionally, they are obliged to fully compensate the owner for the damage (repair or replacement of the bicycle).

## Article 7

The renter may use the bicycle at their own risk, solely as a regular means of transportation in normal road traffic, in a manner customary for average recreational cyclists. The renter must handle the bicycle and cycling equipment with care and as a good custodian. The use of the bicycle implies appropriate physical fitness of the renter. By signing the declaration of rental or lease of the bicycle, the renter assumes full responsibility for being physically and mentally capable of using and operating the bicycle, thereby assuming full responsibility for any damage resulting from their inadequate ability in this regard. The renter must comply with the instructions for use and applicable traffic regulations.

The owner, from whom the renter rents the bicycle, is not responsible for the consequences (such as damage or fines) resulting from the improper use of the bicycle and cycling equipment or non-compliance with applicable traffic regulations by the renter.

After renting or leasing, the renter is obliged to:

- Use the service with necessary caution, care, and prudence, and in accordance with these terms of use.
- Supervise the bicycle.
- Handle the bicycle in a way that avoids damage, destruction, or loss.

Appropriate use of the rented bicycle excludes:

- Any use of the bicycle in a manner that endangers itself or a third party.
- Any disassembly or attempt to disassemble the entire bicycle or part of the bicycle.
- The use of the bicycle and equipment at sports events.
- The use of the bicycle for commercial purposes or subleasing.
- The use of the bicycle for transporting dangerous substances, illegal goods, people, or property for payment.
- Riding under the influence of alcohol, sedatives, sleeping aids, or any other substances that may affect the rider's ability to operate the bicycle.
- Any other similar abuse.

## Article 8

During the rental period, the renter is liable for any event or damage caused to themselves, third parties, or third-party property due to the use of the owner's bicycle. In the event of any damage to the bicycle resulting from improper use of the bicycle or equipment, the renter must pay the owner a compensation amount equal to the damage caused. The owner's representative assesses the damage upon returning the bicycle and equipment, based on the price list of new bicycles and equipment, taking into account the regular use of the bicycle and equipment up to the moment of their handover to the renter.

In the event that the renter steals or fails to return the bicycle, or returns it irreparably damaged, they must pay the owner compensation equal to the value of a new bicycle according to the price list of new bicycles and equipment.

If the rented bicycle is not returned within the agreed time, or if the renter does not inform the owner of an unforeseen delay, it is considered that the renter has unlawfully appropriated the bicycle. The owner is entitled to notify the police and other competent authorities in such cases.

In case of premature return of the bicycle (except in case of force majeure), we do not refund the money to the renter.

If a third party steals the renter's bicycle or cycling equipment or if the bicycle and equipment are damaged in a traffic accident investigated by the police, the renter must provide the owner with a copy of the police report and theft report and pay the compensation within 5 days from the date of theft, equal to the price of a new bicycle according to the price list of new bicycles, taking into account the regular use of the bicycle up to the moment of their handover to the renter.

#### Article 9

In the event of a violation of any of the provisions of these general conditions of rental, the owner has the immediate right to take back the rented bicycle. The renter may terminate the contract and return the bicycle to the owner at any time if the bicycle has a material defect that prevents safe use and the owner does not have a replacement bicycle or equipment. In this case, the owner will refund the rental fee to the renter.

#### Article 10

Any disputes regarding the implementation and consequences of the general conditions of bicycle rental will be resolved by mutual agreement between the owner and the renter. If this is not possible, the competent court shall have jurisdiction to settle disputes.

#### Article 11

These general conditions of bicycle rental at the Institute for Entrepreneurship, Tourism, and Youth Brežice come into effect on the date of publication on the website of the Institute for Entrepreneurship, Tourism, and Youth Brežice.

Brežice, 18. 7. 2023

Director:

Katja Čanžar

