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VRAČILO IZVEN DELOVNEGA ČASA POSLOVALNICE

To je dovoljeno samo v določenih poslovalnicah.

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

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

Ključke in morebitni parkirni listek pustite v Hertz nabiralniku oz. se predhodno dogovorite o načinu vračila.

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

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

RETURNING OUTSIDE NORMAL OPERATING HOURS

This is permitted at certain locations only.

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

Returning out of operating hours makes you liable for any loss/damage as you will remain responsible for the vehicle until we are able to access it. Put the keys with any car park ticket through the Hertz Keybox or discuss the return procedure upfront. Failure to do so will result in the charging period continuing until the location is next open.

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

HERTZ POMOČ V PRIMERU NESREČE

V primeru nesreče:

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

HERTZ ACCIDENT ASSISTANCE

In case of an accident:

1. Always call the police (dial 113) and dial 112 (to contact ambulance and/or fire services).
2. Do not admit to any fault relating to the incident. Do not give money to any person.

3. You must complete an EU Accident Report Form, which is with the car documents. The completed form must be handed to a Hertz member of staff when you return the car. An EU Accident Report Form must be completed even if there is no damage to the car.

4. Do not attempt to drive your car unless you believe it is safe to do so. Please also refer to section 11 of this Terms and Conditions. Call the Hertz location number on your Rental Record and require additional Assistance.

SPLOŠNI POGOJI NAJEMA VELJAVNI OD 1. JANUARJA 2024

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

1. UVODNE DOLOČBE

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

2. (NE)DOVOLJENI UPRAVLJALCI VOZILA

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

- a. ne izpolnjuje osnovnih Hertz zahtev glede starosti in veljavnega vozniškega dovoljenja, ki veljajo v času in kraju najema, kot tudi drugih minimalnih zahtev, ki veljajo v času in kraju najema in s katerimi ste seznanjeni na začetku najema ali pred njim;
- b. je preutrujena, pod vplivom alkohola, drog, zdravil ali katerih koli drugih prepovedanih ali dovoljenih substanc, ki lahko povzročajo motnje zavesti in zmanjšujejo sposobnost hitrega odzivanja.

3. PREVZEM / DOSTAVA IN VRAČILO VOZILA

- a. Hertz vam izroča v najem vozilo v dobrem in voznem stanju, z vsemi potrebnimi dokumenti, deli in dodatki.
- b. Soglašate, da boste vozilo Hertzu vrnili v enakem stanju, kot vam je bilo izročeno v najem, upoštevajoč obrabo, nastalo zaradi običajne uporabe vozila, ter z istimi izročeni dokumenti, deli in dodatki, v poslovalnico ter na dan in ob uri, kot je dogovorjeno v Najemni pogodbi.

- c. Na začetku najema in ob vračilu vozilo pregledate vi in Hertz. Hertz vam ob prevzemu vozila predloži seznam obstoječih poškodb, glede katerih obe stranki soglašata. Razumete in sprejemate, da ste, ne glede na okoliščine, Hertz u odgovorni za vsakršno izgubo oziroma poškodbo vozila, dokumentov, delov vozila ali njegovih dodatkov, ki nastane med najemom.
- d. Vozilo mora biti vrnjeno v dogovorjeno poslovalnico Hertz v času, ko je le-ta odprta. V kolikor vozilo vrnete izven odpiralnega časa poslovalnice, ste se dolžni ravnati po navodilih za vračilo vozila izven odpiralnega časa, ki velja v dotični poslovalnici, pri tem pa ste odgovorni za vsakršno izgubo, krajo oziroma poškodbo vozila, vse dokler ta poslovalnica ni ponovno odprta. Če ne ravnate v skladu z navodili za vračilo vozila izven odpiralnega časa poslovalnice, ste odgovorni za vsakršno izgubo, krajo oziroma poškodbo vozila kot tudi za plačilo časovnih doplačil, doplačil za izbirne storitve in kakršnih koli drugih doplačil, navedenih v Najemni pogodbi vse dokler osebuju Hertz ni omogočen dostop do vozila, vključno z plačilom parkirišča in morebitnimi kaznimi za nepravilno parkiranje.
- e. Če Hertz privoli, da vozilo vrnete na kraj, ki ni Hertz poslovalnica, ali da bo Hertz prevzel vozilo na dogovorjeni lokaciji, ste odgovorni za vsakršno izgubo, krajo oziroma poškodbo vozila vse dokler vozilo ni prevzeto s strani Hertz.
- f. Če vozila ne vrnete na dogovorjen kraj vračila znotraj določenega časa vračila, upoštevajoč tudi t.i. »čas oprostivte zamude« (kot je definiran v naslednji povedi) - vam bo za vsak dan ali del dneva zamude zaračunan dodaten dan najema vozila, vključno z doplačili za izbrane izbirne storitve po veljavni ceni za dodatni dan.
"Čas oprostivte zamude" je časovno obdobje v trajanju, ki je navedeno v Najemni pogodbi, ali v trajanju 29 minut, če le-to ni določeno v Najemni pogodbi.
- g. Soglašate, da ima Hertz pravico dodatno zaračunati strošek čiščenja v primeru, da vrnjeno vozilo za vrnitev v stanje pred dotičnim najemom, upoštevajoč običajno obrabo, potrebuje več kot standardno čiščenje. V standardno čiščenje ni vključeno npr. odstranjevanje živalskih dlak, odstranjevanje cigaretne vonja, globinsko čiščenje notranjosti vozila.
- h. Hertz si pridržuje pravico kadarkoli odstopiti od Najemne pogodbe s takojšnjim učinkom (tj. brez odpovednega roka), če ugotovi, da za to obstaja utemeljen razlog (npr. če je zoper vas uveden insolventni postopek). V tem primeru Hertz vzame vozilo nazaj v svojo posest sam ali preko posrednika na vaše stroške. Enako velja, če deloma ali v celoti kršite najemne pogoje. Posledica odpovedi najemnega razmerja brez odpovednega roka je takojšnja ničnost vseh dodatno sprejetih varnostnih paketov.

4. VAŠA ODGOVORNOST ZA IZGUBO ALI ŠKODO

- a. Z izjemo omejene odgovornosti, ki izhaja iz vaših izbranih varnostnih paketov, navedenih v točki b. tega člena, odgovarjate Hertz za povračilo vse izgube in vseh stroškov, ki jih je Hertz utrpel zaradi izgube, poškodbe ali tatvine vozila, njegovih delov ali dodatkov, ki so se zgodile v času najema. Vaša odgovornost lahko vključuje povračilo stroškov popravila, povračilo zmanjšanja vrednosti vozila, povračilo izgubljenega dobička, povračilo stroškov vleke in hrambe in povračilo stroškov administracije, ki obsega stroške Hertza za obravnavo vsakršnega zahtevka, ki izhaja iz škode povzročene na vozilu, razen, če je za nastalo škodo odgovoren Hertz ali če vso izgubo in stroške krije tretja oseba ali njegova zavarovalnica.
- b. Pod pogoji, da se ravnate v skladu z določbami te Pogodbe in da izguba, poškodba ali tatvina ni povzročena namenoma ali iz hude malomarnosti z vaše strani ali strani pooblaščenega voznika oziroma da ni povzročena s strani nepooblaščenega voznika, je vaša obveznost plačila odškodnine lahko omejena kot sledi:
- 1) če sprejmete Zavarovanje odgovornosti za primer kraje vozila (»TP«), kot je navedeno v Najemni pogodbi, je vaša obveznost povračila za izgubo ali poškodbo vozila, njegovih delov ali dodatkov, ki je posledica tatvine, poskusa tatvine ali vandalizma, omejena na znesek, ki je določen v Najemni pogodbi;
 - 2) če sprejmete Zavarovanje odgovornosti za primer nezgode (»CDW«), kot je navedeno v Najemni pogodbi, je vaša obveznost povračila za izgubo ali poškodbo vozila, njegovih delov ali dodatkov, ki ni posledica tatvine, poskusa tatvine ali vandalizma, za vsak primer takšne izgube ali poškodbe, ki izhaja iz posameznega dogodka, omejena na znesek, ki je določen v Najemni pogodbi.
 - 3) če sprejmete Super kritje (»S-cover«), kot je navedeno v Najemni pogodbi, je vaša že omejena odgovornost iz naslova »TP« in »CDW«, še dodatno znižana do višine administrativnega stroška.
 - 4) Odgovornosti za povračilo škode na nadgradnjah tovornih vozil (prtljažnik, platno, ogledala, zadnje in stranske plošče, itd.) in odgovornosti za plačilo škode, ki se lahko pripiše tovoru, preobremenitvi ali izredni umazaniji, se ne more omejiti ali izključiti.
 - 5) Niti Zavarovanje odgovornosti za primer nezgode (»CDW«) niti Super kritje (»S-cover«) ne krijeta škode na nadgradnjah vozila, ne krijeta povračila škode zaradi izgube dokumentov vozila, ključev vozila, registrskih tablic in drugih dodatkov, ne krijeta poškodb podvozja, notranjosti vozila, pnevmatik, stekel, strehe, ne krijeta škode nastale zaradi naravnih pojavov in nesreč (toča, poplave,...) in ne krijeta povračila škode zaradi točenja napačnega goriva in/ali drugih tekočin.

5. PREPOVEDANA UPORABA VOZILA

- a. Pooblaščenici ste za upravljanje oziroma vožnjo vozila pod pogoji, določenimi v tem členu in v 2. členu teh Splošnih pogojev najema, ter pod pogojem, da vozilo ves čas uporabljate odgovorno. Če ne spoštujete teh pogojev, ste Hertzu odgovorni za povrnitev kakršne koli obveznosti Hertz za kakršnih koli izgub ali stroškov, ki nastanejo Hertz kot posledica vaše kršitve teh pogojev. Poleg tega lahko izgubite pravico do zmanjšane odgovornosti iz naslova varnostnega paketa, ki ste ga izbrali. Če ravnate v nasprotju s to Pogodbo, si Hertz pridržuje pravico, da vam kadarkoli in na vaše stroške vozilo vzame (brez predhodnega obvestila, razen če je le-to obvezno na podlagi predpisov).
- b. Za vozilo morate skrbeti in zagotoviti, da je zaklenjen, zavarovan in parkiran na varnem mestu, kadar ni v uporabi, ter nastaviti in uporabiti varnostne naprave, ki so na voljo. Kadar v vozilu ni nikogar, morate radio oziroma prednjo ploščo radia ter navigacijske naprave, ki se lahko snamejo, odstraniti in spraviti na varno mesto. Varnostne pasove, otroške sedeže in drugo otroško varnostno opremo morate uporabljati kot je predpisano.
- c. Dolžni ste uporabljati ustrezno gorivo in spremljati nivo tekočin v vozilu in jih po potrebi dotočiti. Če imate zaradi nesreče ali mehanske okvare kakršne koli probleme, morate kontaktirati Hertz na številko, ki ste jo prejeli ob najemu. Nihče ne sme servisirati ali popravljati vozila brez predhodnega izrecnega dovoljenja Hertz.
- d. Vozila ne smete uporabljati ali pustiti, da se uporablja:
 - za prevoz potnikov proti plačilu;
 - za prevoz tovora proti plačilu;
 - za vleko ali potiskanje vozila, prikolice ali drugih predmetov;
 - izven ceste ali na cestah, ki niso primerne za najeto vozilo;
 - kadar je preobremenjen ali če tovor ni ustrezno zavarovan;
 - za prevažanje predmetov ali substanc, ki lahko zaradi svojega stanja ali vonja škodujejo vozilu in/ali zahtevajo od Hertz odložitev ponovnega oddajanja vozila v najem;
 - za udeležbo na kakršni koli dirki, rallyju, testu ali drugem tekmovanju;
 - v nasprotju s prometnimi ali drugimi predpisi;
 - za kakršne koli nezakonite namene;
 - za oddajo v podnajem;
 - za vožnjo v prepovedanih območjih, kot so med drugim letalske vzletno-pristajalne steze, letališke servisne ceste in povezana območja;
 - za usposabljanje voznika;
 - v nasprotju s katero od zahtev glede voznika iz 2. člena teh Splošnih pogojev najema.

- e. Možnost uporabe vozila v tujini je omejena. Za uporabo vozila izven meja Slovenije je potrebno doplačilo. V določene tuje države ni dovoljeno vstopiti z vozilom najetim v Sloveniji. Če kršite omejitve in pogoje glede uporabe vozila v tujini, ste v polni meri odgovorni za povračilo vse (direktne in indirektne) škode na vozilu in ste tudi v primeru izgube vozila, ne glede na okoliščine, odgovorni za plačilo vseh stroškov.

6. PLAČILO NAJEMA

- a. Cena najema, ki ste jo dolžni plačati, je posebej dogovorjena; če ni izrecno dogovorjeno drugače, ste dolžni plačati ceno najema v skladu s Hertzovim veljavnim objavljenim cenikom. Plačilo za najem zapade nemudoma; strinjate se, da boste v primeru zamude plačali zamudne obresti po stopnji 3 mesečni Euribor+6% letno; poleg tega boste v primeru zamude s plačilom, Hertz u dolžni povrniti stroške, ki jih je le-ta utrpel zaradi vaše zamude kot npr. predvsem stroški izterjave, ki vključujejo tudi izvensodno izterjavo preko izterjevalnih agentov oziroma odvetnikov. Ob podpisu Najemne pogodbe morate Hertz pooblastiti, da lahko izdajatelju kreditne kartice naroči, da na kartici rezervira dovolj sredstev in opravi avtorizacijo vsaj za kritje vseh predvidenih stroškov. Hertz prav tako pooblašča, da lahko brez vaših nadaljnjih navodil in soglasij direktno bremeni vašo kreditno kartico za kakršne koli dodatne obveznosti, ki izhajajo iz vaše uporabe vozila, kot so npr. stroški odbitne franšize, povračilo za škodo na vozilu, povračilo za izgubo dokumentov vozila oziroma za izgubo ključev vozila ali dodatkov, stroški, ki niso navedeni na Najemni dokumentaciji, kot npr. doplačilo za enosmerno pot, doplačilo za točenje goriva, doplačilo za zamudo pri vračilu, doplačilo za dodatnega voznika, doplačilo za dodatno čiščenje ter plačilo cestnin, glob ali drugih plačil, ki izhajajo iz prometnih in parkirnih prekrškov, storjenih v času najema (vključno z administrativnimi stroški).
- b. Vi in katerakoli oseba, glede katere s Hertzovo privolitvijo, izrecno odredite, da naj se ji zaračuna cena najema, ste solidarno odgovorni za plačilo. Če odredite, da naj se cena najema zaračuna določeni osebi, s tem zagotavljate, da ste za to odreditev pooblaščen.

7. CENA NAJEMA

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

- b. Osnovna cena najema se obračuna za minimalno en dan najema (24-urno obdobje, ki se začne z uro začetka najema) in vključuje obvezno zavarovanje glede odgovornosti do tretjih oseb in morebitne druge storitve, navedene v Najemni dokumentaciji.
- c. V določenih poslovalnicah se lahko zaračunajo dodatna obvezna doplačila, med katerimi je pristojbina za uporabo lokacije (ki odraža večji strošek oddaje vozil na nekaterih lokacijah).
- d. Poleg plačil, navedenih v Najemni dokumentaciji, lahko uporaba vozila v času najema privede do dodatnih obveznosti, ki lahko predstavljajo med drugim povračilo za izgubo ali poškodbo vozila, plačilo storitve točenja goriva, doplačilo za zamudo pri vračilu vozila, doplačilo za dodatnega voznika, doplačilo za dodatno čiščenje ter plačilo cestnin, glob ali drugih plačil, ki izhajajo iz prometnega prekrška, storjenega v času najema (vključuje plačilo administrativnih stroškov v skladu s točko b 13. člena teh Splošnih pogojev najema).
- e. Dokončno se cena najema izračuna po vračilu vozila.

8. STROŠEK STORITVE TOČENJA GORIVA / POLNENJA

- a. Vozilo vam je izročeno s polnim rezervoarjem goriva. Če vozila ne vrnete s polnim rezervoarjem goriva, vam Hertz zaračuna storitev točenja goriva, ki pokriva gorivo in storitev točenja, in sicer po ceni navedeni v Najemni pogodbi.
- b. Če ste se v skladu z navedenim v Najemni pogodbi, na začetku najema odločili kupiti poln rezervoar goriva z izbiro možnosti Nakup goriva, vam ob vračilu vozila ni potrebno plačati storitve točenja goriva (vendar pa ne boste prejeli dobropisa za gorivo, ki ob vračilu ostane v rezervoarju). Namesto tega boste plačali za gorivo, ki ste ga kupili na začetku najema, v znesku navedenem v Najemni dokumentaciji.
- c. Električno vozilo vam je izročeno z 80% (ali več) napolnjeno kapaciteto baterije. Vozilo mora biti vrnjeno z vsaj 80% napolnjeno baterijo. V kolikor vozila ne vrnete kot navedeno, vam bo Hertz zaračunal storitev polnjenja baterije, ki vključuje strošek elektrike na kW/h in storitev polnjenja, po veljavnem ceniku Hertza na dan vračila vozila.
- d. Če ste se v skladu z navedenim v Najemni pogodbi, na začetku najema odločili za nakup polne baterije (za polno se smatra 80% ali več napolnjena baterija) z izbiro možnosti Nakup elektrike, vam ob vračilu nezadostno napolnjene baterije vozila ni potrebno plačati storitve polnjenja baterije (vendar pa ne boste prejeli dobropisa za odstotke napolnjene baterije). Namesto tega boste plačali elektriko, ki ste jo kupili na začetku najema, v znesku navedenem v Najemni dokumentaciji.

9. ODGOVORNOST ZA PREMOŽENJE

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

10. ZAVAROVANJE ODGOVORNOSTI DO TRETJIH OSEB; IZKLJUČITEV ODGOVORNOSTI

- a. Hertz je po zakonu dolžan priskrbeti zavarovanje odgovornosti do tretjih oseb. To kritje je vključeno v osnovno ceno najema.
- b. Soglašate s tem, da Hertzu povrnete, kar je bil dolžan plačati:
 - zavarovatelju, kot povračilo za vsakršno plačilo, ki ga je le-ta opravil tretji osebi v vašem imenu in/ali
 - tretji osebi, ki utrpí poškodbe ali umre ali kateri nastane škoda na premoženju, zaradi uporabe vozila z vaše strani ali s strani pooblaščenega voznika, ki predstavlja kršitev 2. člena ((Ne)Dovoljeni upravljavci vozila) ali 5. člena (Prepovedana uporaba vozila) teh Splošnih pogojev najema.

11. NESREČA, KRAJA IN VANDALIZEM

- a. O vsakršni prometni nesreči, izgubi, poškodbi ali kraji, ki vključuje najeto vozilo, ste dolžni nemudoma obvestiti policijo in Hertz.
- b. V primeru nesreče ne smete priznati odgovornosti, kogar koli oprostiti odgovornosti, poravnati kakršnega koli zahtevka oziroma sprejeti kakršne koli omejitve odgovornosti, temveč si morate zabeležiti imena in naslove vseh vpletenih v nesrečo, vključno s pričami. Poskrbeti je potrebno za foto dokumentacijo dogodka.
- c. Ob vračilu vozila morate Hertzu vedno oddati v celoti izpolnjen Hertzov obrazec oz. EU Poročilo o nesreči ali kraji. V primeru kraje morate Hertzu vrniti ključe in morebitni daljinski upravljalec naprave proti kraji. V primeru neupoštevanja zahtev v tem členu je vsako izbrano zavarovanje, za katerega ste se odločili, da bi zmanjšali ali izključili svojo odgovornost za povračilo škode (vključno s CDW, TP in S-Cover), neveljavno.
- d. Strinjate se, da boste sodelovali s policijo, Hertzom in našo zavarovalnico pri kakršni koli preiskavi ali naknadnemu sodnemu postopku, ki je posledica izgube ali poškodbe vozila. V nasprotnem primeru ste nam dolžni povrniti vse nastale stroške in izgube.

12. OMEJITVE ODGOVORNOSTI

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

13. PARKIRNI IN PROMETNI PREKRŠKI

- a. Plačilo cestnin in parkirnin, ki so posledica uporabe najetega vozila, je v celoti vaša obveznost. Prav tako ste v celoti odgovorni za vse globe in druge sankcije za kršitev prometnih predpisov (vključno z ostalimi taksami), ukazov, prepovedi ter kakršnih koli drugih zakonov in predpisov, ki so posledica teh kršitev pri uporabi najetega vozila.
- b. V kolikor je Hertz primoran plačati in/ali obravnavati omenjene cestnine, stroške, kazni, plačila ali spremljajoče stroške, se strinjate, da vam lahko zaračunamo vsoto, ki jo moramo plačati in administrativni strošek za urejanje takšnih zadev.
- c. Hertz vam na prošnjo priskrbi kopijo vsakega prejetega obvestila o kršitvi prometnih predpisov.

14. OSEBNO ZAVAROVANJE/ ZAVAROVANJE POTNIKOV ZA PRIMER NEZGODE

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

15. VAŠI OSEBNI PODATKI

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

- b. Razumete in sprejemate, da uporaba CDP številke ("Corporate Discount Program Number"), povezana z gospodarskim subjektom narekuje, da temu gospodarskemu subjektu omogočimo dostop do vaših osebnih podatkov.
- c. Več informacij v zvezi s to točko vsebuje Hertz Confidentiality Declaration (Pravilnik o varstvu osebnih podatkov), kopija katere vam je na zahtevo na voljo v najemni izpostavi/poslovalnici in na naši spletni strani.

16. KONČNE DOLOČBE

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

17. UPORABA PRAVA

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

GENERAL RENTAL CONDITIONS VALID FROM 1. JANUARY 2024

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

1. NATURE OF THIS AGREEMENT

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

2. WHO MAY OPERATE THE CAR

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

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

3. PICK-UP/DELIVERY AND RETURN

- a. Hertz will supply the car to you in good overall and operating condition, complete with all necessary documents, parts and accessories.
- b. You agree to return the car to Hertz in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in the Rental Record.

- c. You and Hertz will check the condition of the car at the start of the rental and on return of the car. Hertz will provide a record showing any agreed defects. You understand and accept that you will be liable under any circumstances whatsoever to Hertz for any loss of or damage to the car, its documents, its parts or its accessories while on rental.
- d. The car must be returned to the agreed Hertz location within the normal business hours of the location concerned. If you return the car outside of these hours you must comply with the out of hours return instructions for that location, in which case you will remain fully responsible for any loss, theft or damage to the car until the location re-opens for business. If you fail to comply with these instructions, you will remain responsible for any loss, theft or damage to the car as well as for time charges, charges for optional services or other charges stated in the Rental agreement until Hertz personnel are able to access the car, including parking fees and possible parking fines.
- e. If at any time Hertz has agreed that you may return the car to a place other than a Hertz rental location, or if Hertz has agreed to collect it, you will remain fully responsible for any loss, theft or damage to the car until it is collected by Hertz.
- f. If you fail to return the car to the agreed return point within the grace period (as specified in the next sentence) following the agreed time, you will be charged for additional day, including charges for any options taken, at the relevant rates for additional day, for every day or part of a day that the car is overdue. The „grace period“ is the period of time specified as a grace period on the Rental Record or, if the Rental Record does not specify a grace period, a period of 29 minutes.
- g. You agree that Hertz is entitled to charge you an additional charge if the car requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear. Not included in the standard cleaning is e.g. the removal of animal hair, removing the cigarette smell, deep cleaning of the vehicle interior.
- h. Hertz reserves the right to terminate the rental with immediate effect at any time if Hertz considers there is an important reason for doing so (e.g. insolvency proceedings instituted against you) and in such case will repossess the car directly or through an agent at your expense. The same will apply in the event of your failing to comply with the rental conditions in whole or part. Termination of the rental with immediate effect will result in the immediate cancellation of the limitations of liability, the exclusion of liability, the theft protection, and the personal accident insurance.

4. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

- a.** Subject only to any deductions arising from your acceptance of any of the options specified in paragraph 4(b), you will be liable to Hertz for all losses and costs incurred by Hertz in the event of loss, damage to or theft of the car, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the car, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the car unless responsibility for the damage lies with Hertz or all losses and costs are covered by a third party or its insurer.
- b.** Provided you comply with all the terms of this Agreement and provided the loss, damage or theft is not caused intentionally or by the gross negligence of you or an authorized driver, or by any unauthorized driver, your liability may be limited as follows:
 - 1) if you have accepted the optional Theft Protection (“TP”), as indicated on the Rental Agreement, then your liability for loss of or damage to the car, its parts or accessories, that is the result of theft, attempted theft or vandalism is limited to the amount stated on the Rental agreement.
 - 2) if you have accepted the optional Collision Damage Waiver (“CDW”), as indicated on the Rental Agreement, then your liability for loss of or damage to the car, its parts or accessories other than caused by theft, attempted theft or vandalism, is limited, for each such incidence of loss or damage arising from a separate event, to the amount stated on the Rental agreement.
 - 3) If you have accepted the optional Super Cover (“S-Cover”), as indicated on the Rental agreement, then you will receive the benefit of both CDW and TP and your liability for the excess in relation to both CDW and TP will be limited to damage administration fee.
 - 4) Damage to cargo van superstructures (trunks, canvas hoods, mirrors, side and tail boards, etc) and also damage attributable to the cargo, to overload or neglect of clearance is not covered by either the limitation of or the exclusion from liability.
 - 5) Neither Collision Damage Waiver “CDW” nor S-Cover cover damages to the superstructure of the vehicle and the loss of car documents, car keys, plate numbers and other accessories, damages to the chassis, to the interior, tires, glasses, roof, damages caused by natural phenomenon, hazards (hail, floods, ...) and damages caused by filling the wrong fuel and/or other liquids.

5. PROHIBITED USE OF THE CAR

- a.** You are authorized to drive the car under the conditions contained in this paragraph and paragraph 2 above including, at all times, to use the car in a responsible

manner. If you do not comply with these Conditions, you will be liable to Hertz for any liability or loss incurred by Hertz or any damages or expenses Hertz suffers or incurs as a result of your breach. You may additionally lose the benefit of any waivers or safety package selected by you. Hertz reserves the right to take back the car (without notice, unless it is legally required) at any time, and at your expense, if you are in breach of this Agreement.

- b.** You must look after the car, make sure it is locked, secure and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any removable radio and/or radio faceplate and mobile navigation devices when the car is unoccupied. You must use seat belts, child seats and other child restraints as directed.
- c.** You must use the correct fuel and check the level of other fluids and refill them if necessary. If you experience any problem due to accident or mechanical failure, you must contact Hertz on the number provided at the time of rental. No one may service or repair the car without Hertz's prior express permission.
- d.** You must not use the car or allow it to be used:

 - to carry passengers for remuneration;
 - to carry cargo for remuneration;
 - to tow or push any vehicle, trailer or other object;
 - off road or on roads unsuitable for the car;
 - when it is overloaded or when loads are not properly secured;
 - for carrying any object or any substance which, because of its condition or smell may harm the car and/or delay Hertz's ability to rent the car again;
 - to take part in any race, rally, test or other contest;
 - in contravention of any traffic or other regulations;
 - for any illegal purpose;
 - for sub-renting;
 - to drive or be driven in restricted areas including, but not limited to airport runways, airport service roads and associated areas;
 - or driver training activity; or
 - in contravention of any of the driver requirements contained in paragraph 2 above.
- e.** Driving the car abroad is subject to restrictions. Use of vehicle outside Slovenia is subject to a surcharge. It is not allowed to enter certain foreign countries with a vehicle rented in Slovenia. Failure to comply with relevant restrictions will result in your being held fully liable for all (direct or indirect) damage to the car; in the event of loss of the car – under any circumstances whatsoever – you will be liable for the full costs.

6. PAYMENT OF CHARGES

- a.** The rental charge payable by you is equivalent to the separately agreed rental charges; in the absence of an express agreement, you will be required to pay a charge

equivalent to the tariff published by Hertz and valid at that particular time. Hertz claims arising from rental charges fall due for payment immediately; in the event of delayed payment you undertake to pay default interest at the rate of 6 % per year besides the 3-month Euribor rate applicable at the time; in addition, you will be required to reimburse Hertz for expenses incurred due to the delayed payment, e.g. the costs of collection in particular, including here the costs for the out-of-court collection through collection agencies and/or a solicitor. You will be required to authorize Hertz – at the time of signing the Rental Agreement – to instruct the credit card issuer to reserve a sufficiently large sum and to obtain the relevant authorizations in order to cover at least the total expected rental costs. You will also be required to authorize Hertz to collect, without further instructions and consents from you, directly from your credit card any additional charges which have arisen from your use of the car and which may include the costs of insurance franchise, damage to the car, the loss of its documents, car keys or accessories, charges not stated on the Rental agreement such as one-way charges, refueling charges, late-return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic or parking offences during the rental period (including an administration fee).

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

7. CHARGES

- a. For any rental you make under this Agreement, the charges stated on the Rental agreement reflect your use of the car as agreed at the start of your rental. These include the basic rental charge, additional mileage costs, additional compulsory charges and any optional or ancillary services chosen by you either at the time of reservation or rental, plus applicable taxes at the prescribed rate.
- b. The basic rental charge is made for a minimum of one rental day (the 24-hour period starting from the time the rental begins) and includes compulsory third-party insurance and any other services as specified on the Rental agreement.
- c. Additional compulsory charges may apply at certain locations, including a Location Service Charge (which reflects the higher cost of renting from certain locations).
- d. In addition to the charges stated on your Rental Record, charges may arise from your use of the car during the rental and may include, amongst others, loss of or damage to the car, a refueling service charge, late-return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic

or parking offences during the rental (including an administration charge in accordance with paragraph 13 b).

- e. Charges are subject to final calculation after return of the car.

8. REFUELING SERVICE CHARGE

- a. The car is supplied to you with a full tank of fuel. If you return the car with less than a full tank of fuel, a refueling service charge will be payable by you for fuel and the service of refueling at the applicable rate specified on the Rental agreement.
- b. However, if you have, as indicated on the Rental agreement, elected to purchase a full tank of fuel at the commencement of the rental by accepting the Fuel Purchase Option, then there will be no refueling service charge on return of the car (although you will not receive any credit for fuel remaining). Instead, you will pay the amount indicated on the Rental agreement for the fuel you purchase at the commencement of the rental.
- c. The electric vehicle is supplied to you with 80% (or more) charged battery capacity. The vehicle must be returned with at least 80% charged battery capacity. If you fail to return the vehicle as instructed, Hertz will charge you for the battery charging service, which includes the cost of electricity per kW/h and charging service, according to Hertz's price list valid on the day of return.
- d. If you have, as indicated on the Rental agreement, elected to purchase a full battery capacity (80% or more charged battery is considered full) by accepting Electricity Purchase Option, then there will be no recharging service charge on return of the car (although you will not receive any credit for the battery percentage filled). Instead, you will pay the amount indicated on the Rental agreement for the electricity you purchased at the commencement of the rental.

9. RESPONSIBILITY FOR PROPERTY

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

10. THIRD PARTY LIABILITY INSURANCE; INDEMNITY

- a. Hertz has a legal requirement to provide third party insurance coverage. This coverage is included in the basic rental charge.
- b. You agree to reimburse Hertz if Hertz is obliged to compensate:

- the insurers for any payment they make to a third party on your behalf and/ or
- any third party, if that third party suffers death, personal injury or damage to property caused by use of the car by you or any authorized driver in breach of paragraph 2 (who may operate the car) or paragraph 5 (prohibited use of the car) of this agreement.

11. ACCIDENT, THEFT AND VANDALISM

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

12. LIMITS ON LIABILITY

Hertz shall not be liable to you or any third party for any loss or damage arising from the rental other than as a result of our negligence or willful misconduct or any other breach by Hertz of this Agreement. Hertz shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits or loss of opportunity.

13. PARKING AND TRAFFIC VIOLATIONS

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

- c. Hertz shall, upon request, supply you with a copy of any traffic violation notice which Hertz receives.

14. PERSONAL/PASSENGER ACCIDENT INSURANCE

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

15. YOUR PERSONAL DATA

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

16. SALVATORY CLAUSE

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

17. GOVERNING LAW

We always endeavor to settle any disputes amicably. Should this not be possible, it is hereby agreed that Slovene law shall be the governing law and the

competent Slovene courts shall be the sole legal venue for any legal dispute.

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

Tel: **01/239 60 10**

1980 (samo za slovenske državljane /
for Slovenian residents only)

Pisarne / Offices

Airport Ljubljana Tel. 04 201 69 99

Airport Maribor Tel. 02 333 88 92

1000 Ljubljana Tel. 01 434 01 47

3000 Celje Tel. 03 703 25 19

2000 Maribor Tel. 02 333 88 92

6000 Koper Tel. 05 613 80 11

4260 Bled Tel. 04 201 69 99

6320 Portorož Tel. 05 613 80 11