

## **General terms and conditions**

### **1**

The general terms and conditions define the conditions for the rental of the equipment as well as the obligations of the lessor and the lessee.

These conditions are binding for the landlord and the tenant as contractual provisions in accordance with Article 120 of the Obligation Code (Official Journal of the RS, No. 97/2007).

### **2**

- The landlord under this contract has the name MASK storitve in turizem, Peter Golob s.p., Plintovec 8e, 2201 Zgornja Kungota, Slovenia, represented by the managing director Peter Golob;
- The tenant under this contract is a person who rents an object agreed in accordance with this contract and transmits personal data (last name and first name, address, type and number of the ID card, telephone number);
- The rental agreement is a document in which the leased device is entered by entering identifiable identification information and signs, the operation, possible damage and defects of the purchased device, the time of acquisition and the estimated return time, notes, tenant information and the signature of the tenant.
- The rental office is the place where the contract for leasing equipment is signed and where the equipment is handed over and returned. Head office: Plintovec 8e, 2201 Zgornja Kungota, Slovenia; 46 ° 38'17.8 "N 15 ° 37'04.4" E
- External location is the place where the landlord delivers or picks up the equipment after consultation with the tenant;
- The website is accessible at <http://www.winebike.si>.

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### **3**

The rental conditions are published on the website <http://www.winebike.si> and are an integral part of the rental relationship between the landlord and the tenant. The landlord reserves the right to change or amend the conditions. Unless otherwise stated, the changed conditions take effect on the day of their publication on the website.

By signing the back, it is assumed that the tenant is familiar with the rental conditions (published on the website <http://www.winebike.si>) and thus enters into a contractual relationship.

### **4**

Equipment rental with MASK storitve in turizem, Peter Golob s.p. and a duly completed and signed take-over slip.

### **5**

The contractual relationship comes into existence when the tenant signs the rental agreement and pays the rent.

The tenant undertakes to provide truthful personal data when concluding the rental agreement.

Before renting the rental property, the tenant must provide identification (first and last name, address, type and number of the ID, telephone number). The document can also be photocopied or photographed with the permission of the owner. Data or. Copies are only kept for the purpose of maintaining the tenant's ID for the duration of the tenancy and destroyed when all borrowed equipment is returned.

## 6

MASK storitve in turizem, Peter Golob s.p. (As the person responsible for the processing of personal data), surname, first name, address, telephone number and the type and number of the personal document to be specified on the rental contract or invoice (hereinafter referred to as data), which is required for the processing of the tenancy, only become processed for this purpose. The tenant's information is stored in the company in accordance with the Data Protection Act and the General Data Protection Regulation (GDPR EU Regulation 2016/679). The information will only be used or disclosed for the purposes for which you have received your consent, as it must be submitted at the request of the official authorities of the Republic of Slovenia.

At the time of processing the data, the customer has the right to access the data relating to him and to request the correction, restriction of processing, portability or deletion of all or individual data in accordance with the applicable provisions in writing on request to the company headquarters or electronically, mail. The data, which are processed due to contractual obligations and legal regulations for the purpose of implementing the rental contract, will be saved by the company for 6 years from the end of the rental agreement in accordance with the statutory retention periods.

## 7

For the use of the property, the tenant undertakes to pay the landlord a rent in the amount for the agreed rental period, which is published in the price list on the website <http://www.winebike.si>.

Payment is made in cash when the rental property is taken over, or by transfer to the IBAN SI56 6100 0002 4531 550. BIC of HDELSI22 opened at the Delavska hranilnica d.d., stating the first and last name of the tenant. Upon receipt of the equipment, a bank confirmation of payment must be presented.

Unless otherwise agreed, the daily rental period is from 9:00 a.m. and ends one hour after sunset. The multi-day rental runs from the planned first day from 9:00 a.m. to the last day at 7:00 p.m.

Unless otherwise stated in the general terms and conditions, the agreed rent includes the costs required for the normal use of the rental object (e.g. electricity consumption, etc.). The lessor undertakes to charge the battery when renting the electric bike.

For the delivery and collection of devices at an external location, the mileage specified in the price list and published on the website will be taken into account.

The tenant undertakes to provide the landlord with a deposit of € 100 in cash upon request at the start of the rental period.

The deposit will be refunded in full if the tenant returns the property to the landlord in the condition it has received.

The full amount of the rent must be paid to confirm the reservation. If the reservation is canceled at least four days before the start of the rental agreement, the amount will be fully refunded. In the event of cancellation within the last three days, the entire amount will be retained.

## 8

The tenant is liable for all damages that are due to improper or negligent actions. In the event of damage by the tenant or third parties that occur during the rental of the property, the tenant is responsible. However, it corresponds to the maximum of the market value of the item.

The lessee may not sublet the contract object or pass it on to third parties without the written consent of the lessor.

The lessee undertakes not to use the property for illegal purposes and not to use the property contrary to its usual or expressly agreed use without the express written consent of the lessor.

If the tenant violates the general terms and conditions, the landlord can unilaterally terminate the contractual relationship in accordance with these general terms and conditions without reclaiming the rent.

## 9

In the event that the tenant returns the property after the end of the tenancy in worse condition than the property at the time of its handover to the landlord and the deterioration is due to circumstances that go beyond the normal use of the property (e.g. due to an improper use or maintenance which causes the damage, the tenant is obliged to compensate the landlord for all damage caused by the impairment of the object and to reimburse the costs for cleaning or repair by a specialist.

In the event that the tenant does not return the item to the landlord after the lease, the parties agree that the landlord can claim damages. Which arises because the rental object cannot be used in the period after the agreed rental agreement has expired.

In the event that the lessee does not return the device at the agreed time and the next day, a contractual penalty will be charged for the payment of the one-day rent for each day of the delay.

In the event of bike damage, the renter can replace the bike with another until the rental agreement has expired. The exchange of a bike or equipment takes place after the availability of bikes and equipment at the landlord. If the landlord does not have a spare wheel (equipment), he is not obliged to return the money to the tenant if less than 2 hours have passed since the bike (equipment) was rented. Otherwise the pro rata rent will be reimbursed with the rental period. The lessor must comply with the provisions of this point, unless the bicycle or the equipment is damaged by the lessee's negligent or willful conduct. A battery consumption which is disproportionate to the mileage and which is claimed due to the full performance of the battery cannot lead to an exchange of the rental object.

Service mediation during rental is not included in the price.

When returning damaged devices, a log is to be made in which the status of the returned items is recorded. If the tenant does not want to sign the protocol or if he does not agree with the landlord's findings, the landlord has the right to comply with the provisions of these general terms and conditions, in particular the provisions on payment of damages and security deposit.

If the deposit is not sufficient to repair or replace the device, the tenant is obliged to fully compensate the damage caused to the landlord.

If the tenant does not return the device within a reasonable period of time after the lease expires, it is assumed that the tenant has misused the device. In this case, the landlord will inform the law enforcement agency.

In the event that the property is stolen or the equipment is damaged in any way and the police keep a record of it, the tenant must provide the landlord with copies of these documents. In this case, the lessee has to provide the lessor with security equal to the market value of the property. The deposit will only be reimbursed to the tenant if the stolen device is returned, otherwise the amount will be retained as agreed compensation.

The following price list applies to injuries or damage to the bicycle due to improper use, repair service and loss of bicycle equipment:

Loss of bike equipment (wallet, helmet, lock, key lock, light) = 10.00 EUR

Loss of the wheel or battery charging key = € 30.00

Loss of the wheel battery = € 400

Mileage allowance at a specific location = EUR 1.50 / km

Price list in case of damage:

Brake lever with cable set € 40

Chain € 20

intentional damage to the jacket € 25

Damage to the rear derailleur € 35

Damage to the gear shift € 15

Pedal damage € 15

Damage to the front wheel € 30

Rear wheel damage € 30

The prices include the replacement of damaged parts. All prices are exclusive of VAT, as we are not a taxable company within the meaning of paragraph 1 paragraph 94 of the ZDDV-1.

## **10**

The tenant ensures that he has the necessary knowledge, permits and information and is able to use the object of the contract properly and waives all claims against the company in connection with the use of the borrowed equipment in advance. In the absence of such knowledge, authorizations or information, he undertakes to obtain these before using the subject matter of this agreement. Use at your own risk. The renter must observe the applicable road traffic regulations when using rental bicycles.

When using a rental object, the landlord is not liable for any injuries to the participants in the event of an accident.

The landlord undertakes to inform the tenant of the essential characteristics of the object before handing over the object of use and to have the properties of the object required for the intended use of the object. The rental to children up to 12 years is not allowed. For young people from 12 to 18 years of age, use is only permitted when accompanied by a legal guardian who also assumes responsibility for damage that the child causes to a third party or that affects the child himself.

The lessor's representative may refuse to deliver the bicycle to a person (including a child) who they believe does not meet the conditions under the Road Traffic Safety Act (ZVCP-1) or for any other legitimate reason.

## **11**

These conditions are subject to the law of the Republic of Slovenia. All disputes regarding their implementation and their consequences are subject to the jurisdiction of the competent courts of Slovenia, for which the parties are expressly competent, arbitration proceedings of inclusion

The landlord and the tenant will endeavor to settle disputes about the implementation and the consequences of the conditions by mutual agreement. If the dispute cannot be resolved in this manner, the landlord and tenant will endeavor to resolve the dispute through arbitration and other alternative means of resolving the dispute.

If this is not possible, the court in Maribor is responsible for the dispute in matters of local and territorial jurisdiction.

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These bike rental conditions at MASK storitve in turizem, Peter Golob s.p. will take effect on 01.09.2020.

This is an unofficial translation of MASK storitve in turizem, Peter Golob s.p. General Terms and Conditions. The official version is available in Slovenian language at [www.winebike.si](http://www.winebike.si)

MASK storitve in turizem, Peter Golob s.p.