**DECLARATION OF ORDER PLACEMENT**

**AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF ELECTRIC VEHICLE RENTAL**

**­­­­­­**

ELECTRIC VEHICLE – 2 SEATS

ELECTRIC VEHICLE – 4 SEATS

 ELECTRIC VEHICLE – 6 SEATS

ELECTRIC VEHICLE – 6 SEATS + TRAILER

DATE AND TIME OF COLLECTION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DURATION OF RENTAL: 1 – 2 – 3 – 4 hours, full-day rental – 5 hours of continuous driving (select)

NAME AND SURNAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS AND PLACE OF RESIDENCE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OIB (PIN) – IDENTITY CARD NUMBER / PASSPORT NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DRIVER’S NAME AND SURNAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DRIVING LICENCE NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLACE AND TIME OF DRIVING LICENCE ISSUANCE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CIRCLE: ONE-DAY VISIT / HOTEL GUEST / BOATER

By signing this Declaration of Order Placement and Acceptance of the General Terms and Conditions of Electric Vehicle Rental, I confirm that I am familiar with the General Terms and Conditions of Electric Vehicle Rental, the price list and insurance rules, as well as that I fully accept them.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**GENERAL TERMS AND CONDITIONS OF ELECTRIC VEHICLE RENTAL**

**1. INTRODUCTORY PROVISIONS**

**1.1** These General Terms and Conditions of the Public Institution “Brijuni National Park” (hereinafter referred to as: Brijuni) shall lay down the terms and conditions, as well as the authorisations pertaining to legal or natural persons renting electric vehicles (hereinafter referred to as: the User), that is the authorisations with respect to and operating of rented electric vehicles, as well as to their collection and return, payment, insurance, traffic accidents, and any other rights and obligations.

**1.2** By signing the Declaration of Order Placement and Acceptance of the General Terms and Conditions of Electric Vehicle Rental (hereinafter referred to as: the Declaration), the User orders the service and confirms that they are familiar with the price list and insurance rules, as well as that they fully accept them.

**2. AUTHORIZATION WITH RESPECT TO AND OPERATING OF THE RENTED ELECTRIC VEHICLE**

**2.1** Electric vehicles may be rented by a legal or natural person, and they may be operated by persons at least 18 years of age, who possess a valid driving license, which should be presented to Brijuni’s authorized employee upon electric vehicle collection.

**2.2** A rented electric vehicle may only be operated by a person entered as the driver in the Declaration, complying with the provisions of these General Terms and Conditions and all applicable laws.

**2.3** The User shall use the electric vehicle on the island of Veliki Brijun, and they shall comply with the traffic regulations. The User shall not drive the electric vehicle off paved official roads (on green surfaces). Otherwise, they shall fully cover the cost of any damages incurred.

**3. ELECTRIC VEHICLE COLLECTION**

**3.1** When collecting the electric vehicle, the User shall check its condition. If there are any deficiencies, the User shall immediately inform Brijuni’s authorized employee what the deficiencies are.

**4. ELECTRIC VEHICLE RETURN**

**4.1** The User shall return the electric vehicle within the time period (hour, day, month and year) and to the place specified in the Declaration, namely in the technical condition the vehicle was in upon its collection.

**4.2** Brijuni’s authorized employee shall inspect the electric vehicle in the presence of the User and record the details of any deficiencies observed relative to the condition the electric vehicle was in upon its collection by the User.

**4.3** The electric vehicle shall be returned to the place of collection, namely the Sport house.

**4.4** If the electric vehicle is not returned to the place of collection, but is left at another location (for instance, if the vehicle is left in front of the hotel, and the keys are left at the reception, etc.), the User shall pay a contractual penalty in the amount of HRK 500.00.

**5. PAYMENT OF THE RENTAL**

**5.1** If the User settles their electric vehicle rental obligations based on an issued quotation, they shall pay the specified amount within the time-limit and under the conditions defined in the quotation.

**5.2** If the User does not pay for the rental based on a quotation, the payment shall be made when the electric vehicle is collected, namely based on the invoice issued for the stipulated/planned duration of the rental period in accordance with the valid Price List.

**5.3** In case the stipulated/planned duration of the electric vehicle rental period is exceeded for justified reasons (electric vehicle breakdown through no fault of the User, etc.) which can be objectively established, the User shall not bear any costs for having exceeded the time-limit.

**5.4** Exceeding the stipulated duration of the rental of an electric vehicle shall be charged in accordance with the valid Price List, except in the case referred to in the previous paragraph.

**5.5** If the User returns the electric vehicle before the end of the stipulated rental period, Brijuni shall not be required to refund the amount paid.

**5.6** If the electric vehicle is not returned to the place of collection, but is left at another location, the User shall be issued a daily rental invoice, namely reduced by the amount of the rental paid upon electric vehicle collection. In addition to the daily rental, the User shall pay a contractual penalty in the amount of HRK 500.00 in accordance with item 4.4. of these General Terms and Conditions.

**6. INSURANCE**

**6.1** During the rental, the electric vehicle shall be covered by the following policies:

* a liability insurance policy, for the damage resulting from death, bodily injury or loss of health, as well as the damage to or loss of a third-party property
* an all-risk insurance policy
* an insurance policy for drivers and passengers, up to the level of coverage for the damage caused by death or bodily injury.

**6.2** Although Brijuni is insured by the policies listed in the previous item, the insurance company shall collect damages from the User in a recourse claim whenever they result from fraud by the person to whom the vehicle/vehicles was/were rented; if the vehicle is driven by a person without an appropriate driving license; if the person to whom the vehicle is rented allows the rented vehicle to be driven by a person without a required driving license for that type of vehicle; if the vehicle is driven by a person under the influence of alcohol, drugs or any other narcotics; if the damage was caused intentionally or if it results from fraud by the person to whom the vehicle was rented; for damages caused after or as a consequence of the fact that the driver, who left/abandoned the vehicle, did not take all the measures necessary to prevent the vehicle from taking off from the place where it was left by itself or from being driven by unauthorized persons; in the event of use of the vehicle off road / outside the areas intended for traffic; in the event of any damage attributable to the negligent conduct of the driver.

**7. ACCIDENTS AND** **DAMAGE COMPENSATION**

**7.1** In the event of an accident, the User shall immediately contact Brijuni’s authorized employee, otherwise they may be charged for the damage.

**7.2** The User shall insure the vehicle against any further damage, as well as wait for Brijuni’s instructions regarding further use of the electric vehicle and act as agreed.

**7.3** The User shall participate in all procedures for the compensation of damages to a third party, otherwise they shall bear the costs of the accident.

**7.4** The User shall compensate Brijuni for the overall damage caused by any defect or failure resulting from improper use of the electric vehicle or inappropriate or prohibited actions as per item 6.2 of these General Terms and Conditions, namely by the User or a third party to whom the User handed over the rented item for use.

**7.5** In any case, in the event of any damage caused by a failure to comply with the provisions referred to in the General Terms and Conditions, the User shall compensate Brijuni for the damage for lost profits related to the repair of the electric vehicle and Brijuni’s inability to rent the item in question, namely up to a maximum of 30 days. Damage compensation for lost profits shall be determined based on the valid price list for daily rental and an assessment of the duration of the repair by a specialist service.

**8. PROTECTION OF PERSONAL DATA**

**8.1** The personal data controller shall be the Public Institution “Brijuni National Park”, Brijuni – 52 100 Pula (hereinafter referred to as: Brijuni).

**8.2** Brijuni shall guarantee the confidentiality of the data the User makes available to them in any way, namely the User’s name and surname, OIB (PIN), address, driving licence data, email, credit card number and mobile phone number. Brijuni shall not make such data available to any other person, except by order of a court, the state attorney’s office and law enforcement authorities, or in relation to the performance of any other legal obligations.

**8.3** Brijuni shall be responsible for the prevention of unauthorized use of the User’s data by third parties. The User’s data provided by the User to Brijuni when entering into an electric vehicle rental agreement based on these General Terms and Conditions may be used only for the purposes specified in these General Terms and Conditions, namely for the duration of the agreement between Brijuni and the User. Otherwise, Brijuni shall be liable to the User for any unauthorized use of their personal data, unless a consent to the retention of data is obtained from the User should there be a reason for such retention.

**8.4** The Data Protection Officer can be contacted at the following email address: zop@np-brijuni.hr, or by post, at the address of the Public Institution “Brijuni National Park”, Brionska 10, 52212 Fažana.

**8.5** The User shall have the right to request access to their personal data, as well as the rectification or deletion of their personal data or the restriction of processing by Brijuni. They shall also have the right to object to the processing of their data. In the event that the User finds that any of their rights guaranteed by the General Data Protection Regulation have been violated, they may submit a complaint or an application to the Personal Data Protection Agency to establish a breach of said right.

**9. OTHER PROVISIONS**

**9.1** By signing the Declaration, the User unconditionally accepts all the above conditions, guarantees the accuracy of all the data provided in the Declaration, and accepts the jurisdiction of the court competent for Brijuni’s seat in the event of court proceedings.

CLASS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FILE NUMBER: 2168/01-53-68-\_\_\_\_\_\_\_\_\_\_\_\_\_

Brijuni, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **D I R E C T O R**

 **Marno Milotić, PhD**