**GENERAL TERMS AND CONDITIONS OF VEHICLE RENTAL (FOR ELECTRIC SCOOTERS AND BICYCLES)**

1. **INTRODUCTORY PROVISIONS**
	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 vehicles (hereinafter referred to as: the User), that is the authorisations with respect to and operating of electric scooters and bicycles (hereinafter referred to as: the vehicle), as well as to their collection and return, payment, insurance, traffic accidents, and any other rights and obligations.
	2. By signing the Declaration of Order Placement and Acceptance of the General Terms and Conditions of 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 VEHICLE**
	1. Vehicles may be rented by a legal or a natural person.
	2. Electric scooters may be operated by persons over the age of 16, and bicycles may be operated by persons over the age of 14. Children aged 9 and over who have been trained to ride a bicycle in schools and have been issued a relevant certificate may ride bicycles on the road on their own, while other children aged 9 and over shall always be accompanied by a person aged 16 or over. When using a bicycle, the User shall wear a safety helmet.
	3. The User shall use the rented item with due diligence, as well as use it exclusively for recreational riding purposes on the island of Veliki Brijun. The User shall not to ride the vehicle off paved official roads (on green surfaces), and they shall not use it to perform jumps or ride it in an inappropriate manner, off trails and roads. The User shall protect the vehicle against any damage, failure and misappropriation, and they shall not use any unsuitable riding methods. Otherwise, they shall fully cover the cost of any damages incurred.
3. **VEHICLE COLLECTION**
	1. When collecting the 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. **VEHICLE RETURN**
	1. The User shall return the 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.
	2. Brijuni’s authorized employee shall inspect the vehicle in the presence of the User and record the details of any deficiencies observed relative to the condition the vehicle was in upon its collection by the User.
	3. The vehicle shall be returned to the place of collection, namely the Sport house.
	4. If the 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 200.00.
5. **PAYMENT OF THE RENTAL**
	1. If the User settles their 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.
	2. If the User does not pay for the rental based on a quotation, the payment shall be made when the 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.
	3. In case the stipulated/planned duration of the vehicle rental period is exceeded for justified reasons (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.
	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. If the User returns the vehicle before the end of the stipulated rental period, Brijuni shall not be required to refund the amount paid.
	6. If the 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 200.00 in accordance with item 4.4. of these General Terms and Conditions.
6. **INSURANCE**
	1. During the rental, the User shall be insured by an accident insurance policy for visitors.
7. **ACCIDENTS AND DAMAGE COMPENSATION**
	1. In the event of an accident, the User shall immediately contact Brijuni’s authorized employee, otherwise they may be charged for the damage.
	2. The User shall compensate Brijuni for the overall damage caused by any defect or failure resulting from improper use of the vehicle or inappropriate or prohibited actions as per item 2.3. of these General Terms and Conditions.
	3. In case of damage to the rented item, or a failure caused by the User or a third party to whom the User handed over the rented item for use, as well as of misappropriation of the rented item, the User shall compensate Brijuni for the overall damage which, in addition to the repair and replacement of parts, shall include the damage related to the profits lost due to Brijuni’s inability to rent the item in question.
	4. In case of misappropriation of the rented item, the User shall compensate Brijuni for the market value amount, as well as for the damage related to the profits lost from the time of misappropriation to the time of payment of the compensation pertaining to the misappropriation. 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**
	1. The personal data controller shall be the Public Institution “Brijuni National Park”, Brijuni – 52 100 Pula (hereinafter referred to as: Brijuni).
	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, 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.
	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 a 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.
	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.
	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**
	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: 003-05/21-01/03 FILE NUMBER: 2168/01-53-68-02/01-21-1

Brijuni, June 1, 2021

DIRECTOR

Marno Milotić, PhD

/*stamp: PUBLIC INSTITUTION “BRIJUNI NATIONAL PARK”*

*1*

*BRIJUNI*/

# **DECLARATION OF ORDER PLACEMENT**

**AND ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF ELECTRIC SCOOTER AND BICYCLE RENTAL**

## □ ELECTRIC SCOOTER

□ BICYCLE

DATE AND TIME OF COLLECTION:

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

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

ADDRESS AND PLACE OF RESIDENCE OIB (PIN) – IDENTITY CARD NUMBER / PASSPORT NUMBER

CIRCLE: ONE-DAY VISIT / HOTEL GUEST / BOATER

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

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