

GENERAL RENTAL TERMS AND CONDITIONS UP-04/2

General regulations

1. „**Lessor**“ – company **VIATOR d.o.o.**, owner of **LAST MINUTE Rent a car** brand, with headquarters at : Kralja Držislava 6 , 21 000 Split , Croatia , VAT: 64731717121
2. „**Lessee**“ – natural or legal entity which or for whom the vehicle is rented. In Rental agreement referred to as „To be paid by“ and held responsible for compliance of all articles in these General rental terms and conditions and Rental agreement.
3. „**Rental agreement**“ – single contract signed during vehicle lease/rent takeover which approves usage, defines takeover and return of the vehicle, assurance included in lease price, payment method, procedure in case of vehicle damages and other rights and obligations which both contractual parties fully accept with signature.
4. „**Damage report**“ contains information about mileage, fuel amount and damages or eventual shortfalls on leased/rented vehicle.
5. Damage report and General rental terms are considered as integral part of Rental agreement.
6. „**Driver**“ – natural entity referred to as „User“ in Rental agreement which signs the agreement and takes over the vehicle. Responsible for compliance of all Rental agreement articles.
7. „**Additional driver**“ – natural entity referred to as „Additional driver“ in Rental agreement which is approved to control the vehicle and responsible for compliance of all Rental agreement articles.
8. „**User**“ - Lessee, Driver and Additional driver, hereinafter marked as „User“ in General rental terms.
9. „**Unauthorized user/driver**“ – every individual who is not mentioned as authorized vehicle user in Rental agreement, as well as individual who doesn't meet regulatory terms for control of relational class and category of the vehicle or has authorization/driver license deprived from him/her.
10. „**Vehicle**“ – vehicle mentioned in Rental agreement.
11. VIATOR d.o.o./LAST MINUTE Rent a car General rental terms and conditions currently in effect are highlighted in every Lessor business office as well as on official Lessor website: www.rentacarlastminute.hr
12. Driver and Additional driver:
 - person of least 21 years old and has valid driving license for at least 2 years.
 - exceptionally for vehicle categories (**FVMR, XGAR, FFMR, XTAR, PDAR, LDAR, LVAR, XDAR**) minimal requirements are: 25 years old and 5 years driver experience.
 - persons in possession of valid credit card accepted by Lessor and guaranteed by User for liabilities that may incur from lease and in relation to vehicle lease, all in accordance with General rental terms and conditions.Upon vehicle rent, User is obliged to submit to Lessor originals of valid documents (ID, passport or driver license) as a prerequisite for vehicle rent.
13. Driver and Additional driver are obliged to:
 - Return rented vehicle with all the associated accessories and equipment at spot and term defined by Rental agreement, apropos on Lessor request.
 - Take care of technical validity of the vehicle and obligatory periodic vehicle service.
 - Properly maintain and conserve the vehicle with attention of a conscientious economist.
14. User is not allowed to perform any part, circuit or device alterations without previous Lessor concordance.
15. Fuel expenses during the lease are carried out by the User, meaning that at the drop off of the vehicle the fuel level must be equal as it was at the pick up.
16. Driver, who on behalf of the legal entity Lessee, takes over the vehicle and signs Rental agreement, guarantees that is provided with corresponding authority and is responsible for compliance and filling of all Rental agreement liabilities.
17. On each signed Rental agreement, General rental terms and conditions are applied as a Rental agreement appendix. General rental terms and conditions are integral part of every Rental agreement.

Takeover and return of the vehicle

18. After signing Rental agreement, Lessor is obliged to deliver vehicle to the User, which meets legal requirements for rent, technically proper with all the necessary documentation, accessories and obligatory equipment.
19. Signing Rental agreement and Damage report, User confirms that the vehicle is in order at the time of pick up, with related equipment and necessary documentation provided and is accordant with price and lease terms.
20. At vehicle pick up, User is obliged to check state of vehicle and accessories in a standard procedure, and report any deficiencies to Lessor if any are found. Lessor is then obliged to record it into Damage report.

21. During vehicle drop off from the lease, Lessor is obliged to inspect the vehicle with User, record visible deficiencies, if any, and check vehicle equipment.

22. User is obliged to return the vehicle with related documents and additional equipment (if the equipment was entrusted on the start of the lease)

23. Damage/loss of documents, keys, registration plates or some of the equipment is not covered by any standard nor additional insurance, and User is held responsible for damages that arise.

24. If the client does not return or damages any of the entries in the following table, they will be charged for minimal expenses according to amounts in the table (VAT included) for each entry separately.

ENTRY	AMOUNT
VEHICLE KEYS*	1.500,00 kn
REGISTRATION CARD	1.500,00 kn
REGISTRATION PLATES	1.500,00 kn
ADDITIONAL EQUIPMENT	
GPS (NAVIGATION DEVICE)	1.000,00 kn
WI-FI	750,00 kn
CHILD SEAT	500,00 kn

*In case of key loss for certain vehicle models, expense for new keys can be higher (in accordance with vehicle brands certified dealer offer).

25. Pick up and drop off of the vehicle is possible in Lessor business offices during working hours, while during off-hours it is charged in accordance with existing tariff.

Vehicle delivery and pick up outside of Lessor offices is possible with additional payment, depending on the distance from the office.

26. If User returns the vehicle in Lessor office off-hours, he is held responsible for the vehicle up to the moment when Lessor employees finish inspection of the vehicle.

27. In case of off-hours vehicle return, User is held responsible for certain damages, parking, traffic and similar violations up to the moment when Lessor employees finish inspection of the vehicle.

Vehicle usage and user liabilities

28. User is obliged to:

- a) Return the vehicle at place and time determined by Rental agreement, in condition, with equipment and fuel level in which it was picked up.
- b) Personally ask for extension of arranged lease duration from the Lessor, latest 24h before lease expiration deadline; otherwise User will be considered to unlawfully usurp the vehicle.
- c) not use the vehicle for driver training, transport or haulage of other vehicles or trailers, for payed passenger transportation, races, endurance tests, speed tests; illegal actions (comitting criminal deeds, custom duty violations).
- d) exclusive use the vehicle itself, for personal needs and in accordance with vehicle purpose.
- e) not cedeing the vehicle to unauthorized users and third parties on usage.
- f) use vehicle properly and treat the vehicle with care of conscientious economist.
- g) not smoke in the vehicle.
- h) after leaving the vehicle always lock the doors, close the windows and take vehicle keys and documentation, and have them under personal control at all times.
- i) drive only on public roads, respecting all traffic directives and regulation.
- j) take care of regular technical validity of the vehicle, i.e. regularly check cooling liquid, oil, tire pressure etc.
- k) not perform any modifications on the vehicle.
- l) defray costs regarding vehicle drive: fuel, tolls, bridge tolls, parking, violation and similar fees.
- m) not transport nor allow transportation of excessive passengers or goods than maximal allowance in vehicles registration card.
- n) not abandon borders of Republic of Croatia with the vehicle, unless this is previously announced to the Lessor upon booking or vehicle pick up, for which Lessor can charge additional fees.
- o) not accept any liabilities in the name of Lessor regarding the vehicle, its usage and drive.
- p) not rent or lend vehicle to any other persons besides himself /herself.
- r) not use the vehicle under influence of alcohol, tranquilizers, sleeping pills, barbiturates, narcotics, hallucinogens and other drugs.
- s) respect speed limits and other traffic norms defined by laws in which the vehicle is driven.
- t) not overload leased vehicle with persons or load over maximum weight allowance.

29. If the User violates any of articles from abarticulation 28. of General rental terms, he is obliged to reimburse Lessor all damage that may be caused from violation, and whose amount will be determined by Lessor.

30. Lessee – legal entity can exceptionally, with prior written notification and Lessor approval, use its employee as a driver of leased vehicle. Employee must meet all set prerequisites from article 12. of General rental terms and is obliged to inform employee with General rental terms and driver responsibilities, which in no case diminishes liabilities of that legal entity that come from General rental terms and Rental agreement.

31. User is obliged during rent:

- a) to apply all reasonable attention, i.e. care of conscientious economist, during driving and vehicle parking.
- b) to maintain cooling liquid on regulatory level.
- d) to use only vehicle specified fuel class.
- e) to maintain tire pressure on proper level.
- f) to not change data on velocimeter or mileage meter.
- g) to stop driving and immediately inform Lessor, if a lamp on instrument panel signals or User considers that the vehicle requires mechanical examination or repair.
- h) to ensure that all drivers authorized to use the vehicle during lease period, are fully familiar and aware of Rental agreement and General rental terms articles.

Rental extension

32. In case User needs the vehicle longer than arranged lease length, User is obliged to inform Lessor and receive written approval from Lessor, at least 24h before lease expiry.

33. User has to reach closest Lessor office, extend Rental agreement, leave additional guarantees if necessary, sign and take over Rental agreement with updated vehicle return date.

34. In case of noncompliance of these terms, it is considered that the User has unlawfully usurped the vehicle.

In this case, Lessor keeps the right to use all available legal actions to seize the vehicle in concern.

If User acts in contrary to articles 32. and 33. of General rental terms, it is considered as if User unlawfully usurped the vehicle.

35. In case that User returns the vehicle after date arranged in Rental agreement, Lessor will perform new price calculation for vehicle lease.

Rental payment

36. During conclusion of Rental agreement, as a guarantee, User has to possess a valid credit card (VISA, MASTERCARD, AMERICAN EXPRESS or DINERS).

37. User is compliant that preauthorisation on the card is made on amount dependant of leased vehicle category.

38. Owner of the credit card must be present during vehicle pick up and his data must be listed in Rental agreement as User.

It is not possible to use credit card as a guarantee without presence of the card owner.

39. Lease User is obliged to settle basic lease price and all additional services used e.g. child seat, GPS, takeover in off-hours fee etc. as well as all additional costs and expenses quoted in Rental agreement.

40. As payment method, credit card, electronic/debit card (MAESTRO or VISA electron), banknotes or transaction payment (with previous Lessor approval) can be used.

41. In case that User settles vehicle lease expenses with credit card, Lessor is given authorisation to calculate lease expenses directly to credit card issuer and without slip form with signature on Rental agreement.

In case that User didn't pay for additional insurance (SCDW), by signing Rental agreement User gives authorisation to Lessor to charge credit card owner for any vehicle damage up to excess cost or full damage cost if General rental terms were not respected.

Users complies that, from his credit card or some other payment method, Lessor charges all repair, malfunction or loss costs discovered after return of the vehicle, of which User didn't inform Lessor in compliance with vehicle return procedure.

42. In case User settles vehicle lease liabilities on Lessor issued offer basis, such is obliged to settle indicated amount on time and under terms noted on invoice.

43. User is obliged to settle invoice during return of the vehicle, in accordance with details mentioned in Rental agreement, at the latest.

Amount is paid in accordance with tariff in force in time of signing the Contract.

In case of delayed payment, legal penalty rate and warning costs are charged.

In case of returning the vehicle on location different from the one where it was picked up, final calculation is made by Lessor location/office where the vehicle was returned.

44. By signing Rental agreement, User accepts payment accountability of all Rental agreement entries by:

- Lessee
- Driver – in case that Lessee refuses to pay, partially or in total, liabilities from Rental agreement
- Additional driver – in case that Lessee or Driver refuse to pay, partially or in total, liabilities from Rental agreement.

45. Calculation of all Rental agreement articles will be conducted in Croatian Kuna (HRK). In case of currency conversion, Croatian National Bank (HNB) exchange rate will be used.

Damage, malfunction, traffic accident, theft, documentation loss procedure

46. User is obliged to protect Lessor and Lessor insurance company interests in case of accident so that he/she:

- records personal data of accident participant (name, surname, personal identification number, address, ID card number, driver license number, vehicle owner, insurance company of the vehicle, car insurance policy number...).
- ensures or safely removes the vehicle before abandoning it.
- in fastest way, informs closest police station and Lessor about damage and acquires police record about vehicle damage.
- in case of damage or injured persons involved in accident and all other cases of obvious other persons guilt, it is mandatory to immediately call and wait arrival of traffic police to perform official inquest and inform Lessor office where the vehicle was leased.
- at vehicle return, append all police reports regarding damage/accident as well as alchotest results.
- at vehicle return, fill out Lessor standard damage report and append both sides copy of driver license.

If Lessee fails to conduct these steps in case of accident, he/she is held responsible for all the consequences and damages that may incur to Lessor, and will be charged for full damage amount.

47. If the vehicle that participated in accident is damaged, broken or requires repair and salvage and if it is not technically correct, no matter the cause, User must immediately inform Lessor about it and fill damage report and ensure vehicle from decadence and greater damage.

48. User is not allowed to organize or take action on repairs without written approval from Lessor, unless it is in degree necessary to prevent further damages on the vehicle and other property.

If the vehicle needs repairs or replacements, decision to provide User with a new vehicle is solely on Lessor.

49. In case of traffic accident or theft/missing vehicle, User is obliged to immediately call the police and ask for incidence log.

50. Costs of registration and remake of lost supporting documentation for the vehicle is charged to User in accordance with in effect Lessor decision (see article 24. of General rental terms and conditions).

51. Lessor will reimburse User essential costs for oil, grease, regular service and small repairs that incurred during lease, if the costs incurred with previous notice and written approval from Lessor, except car wash costs. This is valid only if invoice is presented upon payment. Invoice must be entitled on Lessor and will be recognized by Lessor.

If it is determined that the User groundlessly or unnecessary changed circuit, part or device on the vehicle, Lessor will not reimburse User for cost of that part, circuit or device.

For compensation of mentioned costs, User must have approval from Lessor's authorised person or in contrary compensation will not be acknowledged.

Vehicle maintenance

52. User agrees to maintain the vehicle in good condition and regularly check the engine and engine oil, as well as cooling liquid level and tire pressure. User is considered responsible for settlement of all damages that may arise from insufficient vehicle maintenance.

53. In case that during lease the vehicle reaches regular service estimated or mileage or the vehicle signalizes it automatically on instrument panel, User is obliged to inform Lessor and provide the vehicle on disposal so it is possible to carry out service.

If previously arranged, Lessor will provide User with a replacement vehicle.

54. User is compliant that the vehicle was technically correct and with all the necessary equipment upon pick up. User is obliged, in shortest possible term, to report any circumstances that affect/change this status, e.g. used up pneumatics, damaged autobody part (for example rearview mirrors ...), burned out lamps etc. Apropos anything that affects safe driving.

If User fails to do so, he/she is held responsible for all consequences that may incur for Lessor out of this oversight.

55. User is obliged to take care of the vehicle in manners of conscientious economist, which includes following:

Emergently inform Lessor about any signal warnings on the vehicle, e.g. service, high engine temperature, disc scraping sound, traces of oil dipping under the vehicle...

In contrary, User will be held responsible for all consequences of this oversight in legal and financial sense.

Insurance/security and damages

56. All vehicles are insured for damages caused to third parties.

Amount of insurance coverage per damage event: 42.750.000,00kn for persons and 8.550.000,00kn for items.

This insurance can be invalid in case that User violates any article of General rental terms, Rental agreement, law regulations and insurance prerequisites, in which case User accepts he/she will reimburse Lessor all expenses if Lessor is obliged to compensate third parties or their insurance for damages.

57. Damage responsibility/Damage participation (Excess)

User responsibility (except responsibility for disappearance of accessories and vehicle parts) can be limited up to amount of damage participation (excess), in accordance to Lessor's tariff, by paying daily fee as per existing Lessor's price list. This must be listed in Rental agreement, only under condition that User didn't cause the damage by violating articles of these General rental terms, Rental agreement and law regulations, i.e. on purpose or by misuse of vehicle.

58. Excess amount (participation in damage with **CDW and TP** insurance) by vehicle category:

MDMR, EDMR, EDAR : **850,00 EUR**

CDMR, IDMD, IDMR, IDAR, IWMR, ETAR : **950,00 EUR**

SVMR, SDMR, SDAR, XCMR, XCAR : **1.300,00 EUR**

FVMR, PDAR, XTAR, FFMR, FFAR, SVAR, XGAR : **1.500,00 EUR**

LDAR, LVAR : **2.000,00 EUR**

XDAR : **4.000,00 EUR**

59. Excess amount (participation in damages with **CDR**) by vehicle category (VAT included):

MDMR, EDMR, EDAR : **100,00 EUR**

CDMR, IDMD, IDMR, IDAR, IWMR, ETAR : **150,00 EUR**

SVMR, SDMR, SDAR, XCMR, XCAR : **200,00 EUR**

FVMR, PDAR, XTAR, FFMR, FFAR, SVAR, XGAR : **250,00 EUR**

LDAR, LVAR : **300,00 EUR**

XDAR : **500,00 EUR**

60. Upon vehicle return, Lessor employee will inspect the vehicle, determine damages and compare it with Damage report, filled at vehicle pick up, and charge User for the damage costs in accordance with Lessor's tariff for damage charges on leased vehicles.

61. If the vehicle has any damages for which it is impossible to estimate the costs, an official evaluation will be requested and will serve as a basis for actions towards the User.

62. CDW (Collision Damage Waiver) – risk fee with damage involvement – by paying this fee, Users responsibility for damages on Lessors vehicle is limited up to excess amount if all articles of General rental terms were respected.

In case that User has CDW security, he/she will be held responsible for damages up to Excess amount at maximum, in accordance with Lessor's tariff for relational vehicle class/category (in accordance with article 58. of General rental terms).

CDW does not cover: destruction/damage of tires, rim or rim lid, destruction/damage of lower echelon, vehicle interior, all window glasses and all damages without police log.

63. TP (Theft Protection) – fee for vehicle theft risk with damage participation – paying this fee, Users responsibility for damage caused by theft is limited up to excess amount (in accordance with article 58. of General rental terms) if he/she is compliant with General rental terms.

64. CDR (Collision Damage Reduction) – Damage participation (excess) can be partially purchased with partial excess buy-out in accordance with pricelist in effect (CDR), in which case User settles reduced excess fee (in accordance with article 59. of General rental terms) if he/she is compliant with all articles of General rental terms.

CDR does not cover: destruction/damage of tires, rim or rim lid, destruction/damage of lower echelon, vehicle interior (except in cases of traffic accident), all window glasses and all damages without police log.

CDR does not exclude obligation to contact the police and Lessor in case of vehicle damage.

65. SCDW (Super Collision Damage Waiver) – Damage participation (excess) from articles 58. and 59. can be purchased with Excess buy-out appendix, in accordance with price list in effect (SCDW), in which case User doesn't cover Excess amount if he/she is compliant with all articles of General rental terms.

SCDW does not cover: destruction/damage of tires, rim or rim lid, destruction/damage of lower echelon, vehicle interior (except in cases of traffic accident), all window glasses and all damages without police log.

SCDW does not exclude obligation to contact the police and Lessor in case of vehicle damage.

66. WUG (Wheels, Underside & Glass Insurance) – paying this fee, damage/destruction of tires is covered, rim or rim lid, destruction/damage of lower echelon and window glasses.

WUG does not exclude obligation to contact the police and Lessor in case of vehicle damage.

67. PREMIUM Insurance Package – insurance package which includes: CDR, WUG i PAI.

68. PAI (Personal Accident Insurance) – by paying daily addendum for passenger insurance, driver and passengers in leased vehicle are insured for accidents in case of death, disability and injury treatment costs up to amount set by insurance company with whom Lessor has concluded accident insurance policy.

SECTION I

Driver and other passengers insurance from traffic accident consequences during control and drive of motor vehicles in property or lease of insurance contractor (company VIATOR d.o.o. Split)

- In case of driver and passenger death due to accident and covering accident consequences: 50.000 kn

- In case of permanent disability: up to 100.000 kn

SECTION II

- Driver and passenger insurance in case of traffic accident caused by driver during usage of the vehicle – extended AO plus insurance with insurance amount up to 50.000 kn per person and insured case.

69. RA (Road Assistance) – addendum for technical assistance on road

RA implicits Lessor organizing road assistance in case of vehicle immobility during vehicle lease.

1. If during contract signing, User pays for RA, Lessor is obliged to:

- ensure all available assistance after User contacted Lessor via technical service number
- if necessary, organize towing service for immobile vehicle to closest service station/Lessor's office (towing service costs are covered by Lessor)

In cases of Users guilt for vehicle immobility (wrong fuel usage, flat/destroyed tire, clutch damage, lost vehicle keys, stuck vehicle and damages that caused immobility...), User will be charged for those costs in accordance with General terms.

2. If during contract signing, User decides not to purchase RA and vehicle immobility occurs,

User can choose from one of two following options:

a) contact Lessor and ask him to organize road assistance. In this case, 50.00 €EUR will be charged during contract closure and additional costs of eliminating cause of immobility as well as towing service costs.

b) contact Lessor, inform him regarding vehicle problem, organize and pay towing service himself/herself and bring the vehicle in Lessor's closest office.

70. CB (Cross Border) - permit to cross Republic of Croatia border

Lessor's vehicles are not allowed to leave the Republic of Croatia borders without previous permit from Lessor. User is obliged to inform Lessor about his/her intention to cross the Republic of Croatia borders during vehicle lease. If Lessor approves border exit, it is to be quoted in Rental agreement. If User does not inform Lessor regarding border exit, User is doing this on his/her responsibility, in which case insurances User has picked during signing Rental agreement, are not valid.

If User announces exiting the Republic of Croatia to Lessor and Lessor approves it, Lessor quotes it in Rental agreement and charges border exit fee in accordance with Lessor's tariff.

In cases when Lessor approves border exit, all insurances previously defined are considered valid.

Lessor does not allow entering following countries with leased vehicle: Kosovo, Albania, FYR Macedonia, Greece, Romania, Bulgaria, Moldavia, Ukraine, Belarus, Estonia, Latvia, and Lithuania.

71. FIT (Ferry / Island / Transit permission) – Addendum for vehicle transport via ferry, island insurance and Neum (Bosnia and Herzegovina) transit.

If User passes Neum (Bosnia and Herzegovina) transit on his/her way to/from utmost the Republic of Croatia south, he/she is obliged to announce it to Lessor.

User is obliged to inform Lessor about ferry usage and island visiting with the vehicle as well.

Lessor can charge it in accordance with tariff.

If User does not contract FIT addendum and uses the vehicle in Neum (Bosnia and Herzegovina) transit, on ferry and islands, insurances arranged in Rental agreement are considered invalid.

72. To achieve right on limited responsibility or damage participation buy-out, User is obliged to prove that he/she used the vehicle properly and was in compliance with General rental terms, Rental agreement and regulations, as well as responsibility from third parties for damage incur with credible documentation (police log, european damage report etc.) latest by return of the vehicle/lease end, i.e. price calculation, fees and damages.

In contrary, he/she will not be able to use responsibility limit or damage participation buy-out.

73. Loss of rights on limited responsibility and insurance rights

All vehicle damages caused on purpose and inadvertence of User are not included in any kind of insurance/coverage and will be fully charged to User.

Paying/activating CDW, TP, CDR, WUG, SCDW or PREMIUM package insurance does not reduce material responsibility of User if:

- a) User steered the vehicle under the influence of alcohol, drugs or narcotics.
- b) User steered the vehicle unsafe and unfit for driving, that vehicle state came into existence during lease which caused or contributed to vehicle damage and User was aware or had to be aware of insecurity or unfit vehicle state.
- c) there was a mechanical malfunction, engine or engine mechanism damage, electric or electronic malfunction as a result of incorrect vehicle usage. This exception applies on engine damage or transmission system damages, directly caused as a result of any kind of mechanical malfunction or failure.
- d) there is vehicle damage due to the motor oil shortage, tanking wrong type of fuel or oil, gear box or differential oil shortage, cooling liquid as well as clutch or gear box damage.
- e) vehicle was used for racing, driver education, endurance tests, reliability tests, rally, testing or for preparing anything quoted.
- f) User failed to, after abandoning the vehicle, lock it, close the windows, take keys and documentation of the vehicle and always have them under control, i.e. is not able to provide keys and documentation during leased vehicle return.
- g) he/she used the vehicle in contrary to its purpose.
- h) he/she used vehicle on unclassified roads.
- i) unauthorized User/driver controlled the vehicle, i.e. any damages caused by them.
- j) a driver without drivers license, with deprived license or has prohibition on motor vehicle control is using it.
- k) violated cross-border or territorial limits, e.g. if User drove the vehicle outside of the Republic of Croatia borders and has failed to announce it to Lessor and receive allowance for it during booking or vehicle pick up.
- l) vehicle was damaged as a result of traffic regulations, limits or prohibitions violation, on purpose or because of User's inadvertence, i.e. persons under his/her control and persons he/she is responsible for.
- m) vehicle was overloaded more than it is specified by manufacturer in registration card or more than allowed number of people was in the vehicle.
- n) loading and unloading were conducted while the vehicle was on the road.
- o) User fails to stop the vehicle or remain at event spot and secure police log after an accident occurred.
- p) tire burst or damage and tire damage because of breaks usage occurred.
- r) damage occurred as a result of load transported in/on the vehicle.
- s) damage occurred as a result of battery discharge caused by User.
- t) damage occurred on the inside of vehicle (except damages resulted from accidents).
- u) vehicle was returned exceptionally untidy and nonstandard cleaning is required.
- v) damage occurred on the vehicle after arranged lease duration, i.e. after approved lease duration extension.
- z) vehicle was used to commit criminal acts and other illegal actions..

74. Payment/activation of CDW, TP, CDR , WUG , SCDW and PAI coverage does not cover User's responsibility and any other circumstances foreseen by legal regulations and insurance rules, which classify loss of insurance rights. In addition, mentioned coverages do not cover damages caused by war operations or mutanies, nor damages because of loss/damage of additional and obligatory vehicle equipment, keys and documents.

75. If User arranges insurance/coverage with other natural or legal entities past Lessor, that insurance/coverage is not obligatory for Lessor.

76. User responsibility for loss of parts, additional equipment, keys and vehicle documents, unless this is a result of traffic accident, is not covered with CDW, TP, WUG, CDR and SCDW fees.

77. User is considered responsible for his/her personal belongings left in the vehicle, and Lessor has no responsibility for potential disappearance of them during lease period.

Documents

78. All vehicles are leased with necessary documents and User takes responsibility for them during entire lease period.

If User loses documents, keys, registration plates etc., User will conduct costs of fabrication for new ones in accordance with prices defined by Lessor's pricelist (article 24. in General rental terms).

Rental agreement cancellation

79. Lessor has the right to terminate Rental agreement and immediately take the vehicle if User does not or is not acting in accordance with any of articles in General rental terms, or if the vehicle is damaged.

Lease termination, in accordance with this article, does not question any other Lessor rights from General rental terms and Rental agreement.

Traffic/parking violations

80. User is held responsible for all traffic violations committed during lease/rent.

If User does not settle the tickets, Lessor will charge them from User, with administrative costs.

81. Lessor can, in case he/she receives information of traffic or parking violation/ticket during lease, inform User and submit to competent authorities for issuing such notification.

82. Lessor can charge user for administrative fee, in accordance with price list in effect, for processing and sending notification to competent authorities about User and traffic or parking violations and tickets.

83. If Lessor is obliged to pay fees for traffic or parking violations, User will be charged for fee amount plus interest rate and any other costs after Lessor settles it.

Lessor keeps the right to charge everything mentioned above without previous notification to User.

State taxes and similar will be charged in accordance with law regulations in effect.

Personal/contact data

84. User consents willingly to provide Lessor with personal data (name, surname, address, driver license, passport, date of birth), contact number/e-mail and/or company data (name, headquarters address, identification number) through vehicle booking process and Rental agreement conclusion.

Without personal data about company, lease will not be possible.

85. Lessor will use data from the article 84. solely for realisation of wanted services, as well as further interpersonal communication and resolution of potential disputes.

86. User approves personal data usage from article 84. for realisation of wanted services, and that this data can be delivered to competent authorities related to committed traffic/parking violations, for market actions and agencies/offices for debt collection.

Final regulations

87. English translation of General rental terms and conditions is of informational nature, and in case of doubt, only legally binding documents are General rental terms and conditions in Croatian language.

88. In case of dispute, authorized court of law in Split (Republic of Croatia) will be acting.

89. These General rental terms and conditions are in effect from **01.01.2017.**, and previous General rental terms and conditions are no longer valid.