

OPŠTI USLOVI NAJMA VOZILA

1. „Rent a car Hena“ daje na korištenje vozilo navedeno na prednjoj strani ovog ugovora, na vrijeme i uz uslove utvrđene ovim općim uslovima najma.
2. Potpisivanjem ovog ugovora, korisnik potvrđuje da je vozilo preuzeo u ispravnom stanju, sa zabilježenim eventualnim oštećenjima vozila na prednjoj strani ugovora, te se također obavezuje vratiti vozilo sa zatečenom količinom goriva, kao i vratiti vozilo u čistom stanju kako je i iznajmljeno, u protivnom, svako pranje vozila klijent plaća gotovini rental agentu.
3. Korisnik se obavezuje da će vozilo voziti sa svim gumama, alatima, dokumentima i svom standardnom i dodatnom opremom koja je zatečena u vozilu.
4. Korisnik se obavezuje da će vozilo vratiti ugovorenog datuma, ili ranije na zahtjev „Rent a car Hena“. U slučaju da korisnik želi produžiti najam, neophodno je zatražiti saglasnost „Rent a car Hena“ barem 24 sata unaprijed i istovremeno će platiti dodatni depozit.
5. Vozilom može upravljati samo korisnik, ili osoba koja je na ovom ugovoru navedena kao dodatni vozač, u slučaju da ima sve potrebne kvalifikacije i dokumente.
6. Vozilo se ne smije koristiti za plaćeni prevoz robe i putnika, za šlepanje drugih vozila, za sportska takmičenja, te ukoliko je korisnik pod utjecajem alkohola i narkotika, ukoliko je pretovareno, odnosno ako se u njemu nalazi više putnika od dozvoljenog zakonom za određeni tip vozila. Vozilo se ne smije koristiti za prevoz životinja, lako zapaljivog materijala, materijala sa jakim i neprijatnim mirisima, te kabastog materijala koje može oštetiti vozilo.
7. U slučaju da korisnik želi vratiti vozilo prije isteka ugovora, Rent a car Hena nije obavezan refundirati novac za ostatak najma.
8. **Korisnik se obavezuje da neće prelaziti granicu BiH bez prethodne saglasnosti „Rent a car Hena“.**
9. Ako korisnik prekorači ugovoreni rok vraćanja vozila, bez prethodne saglasnosti „Rent a car Hena“, vozilo će se smatrati ukradenim, o čemu će „Rent a car Hena“ obavijestiti organe policije. U tom slučaju, korisnik će snositi punu moralnu i materijalnu odgovornost.
10. Korisnik se obavezuje da će za vrijeme trajanja najma voditi brigu o tehničkoj ispravnosti vozila, da će redovno provjeravati težnost za hlađenje, ulje, pritisak u gumama, te da će vršiti neophodne zamjene ulja. Korisnik je odgovoran za sve štete koje budu prouzrokovane nepravilnim održavanjem vozila.
11. Korisnik je odgovoran za štete koje uzrokuje na vozilu nepravilnim održavanjem i korištenjem vozila (korištenje vozila van asfaltnog puta i sl.), bez obzira da li je platio otkup franšize ili ne. Korisnik će se teretiti za troškove šlepanja vozila, troškove smanjenja vrijednosti i gubitak prihoda po tom osnovu tokom opravka. Korisnik će , također, snositi troškove koje „Rent a car Hena“ može imati prema trećim licima, a koji su izazvani nepravilnim korištenjem vozila od strane korisnika. Osiguranje ne pokriva štete nastale na staklenim dijelovima auta (ogledala retrovizira, bočna, prednja i zadnja stakla) kao i štete na točkovima i štete nastale ispod vozila. Korisnik se obavezuje da ce, pored obaveznog osiguranja imati samoučešće u eventualnoj nastaloj šteti na vozilu u minimalnom iznosu od 500 EUR, pa do 5000 EUR, ovisno o kategoriji vozila. Visinu samoučešća u šteti određuju nadležni u „Rent a car Hena“. U slučaju kvara, agencija je duzna sanirati problem kvara vozila maksimalno 24 sata od najave kvara klijenta.
12. Korisnik je odgovoran za štete na vozilu u toku trajanja najma koje prouzrokuje korisnik ili neko treće lice, a u slučaju da je korisnik prilikom iznajmljivanja dao lažne podatke o sebi, svojoj adresi ili vozačkim dokumentima. U slučaju štete trećim licima, korisnik će snositi sve troškove koje „Rent a car Hena“ može imati po tom osnovu.
13. Korisnik se obavezuje da će u vrijeme kad ne koristi vozilo, obavezno zaključati vozilo, te UVJUEK uz sebe imati ključeve i dokumente. Po završetku najma, korisnik je obavezan vratiti ključeve i dokumente ili nadoknaditi gubitak istih.
14. Korisnik oslobađa „Rent a car Hena“ svake odgovornosti za krađu, oštećenje i gubitak imovine koju je preuzeo u vozilu i u vrijeme trajanja najma i po vraćanju vozila iz najma. Korisnik se obavezuje da neće teretiti „Rent a car Hena“ za krađu i gubitak imovine.
15. Za vrijeme trajanja najma, korisnik se obavezuje da će snositi troškove garažiranja, parkinga, kazni za prekršaje u saobraćaju i druge troškove koji nisu redovni.
16. Korisnik neće snositi troškove mehaničkih kvarova, ako je preuzeo mjere da do takvih kvarova ne dođe.
17. „Rent a car Hena“ ne snosi nikakve posljedice uzrokovane kvarom vozila za vrijeme najma.
18. Potpisivanjem ovog ugovora, korisnik se obavezuje da će poštovati ograničenu dnevnu kilometražu u iznosu od 200 kilometara po danu (ako prethodno nije platio franšizu za neograničenu kilometražu po cjeniku). U slučaju prekoračenja iste, korisnik se obavezuje da će nadoknaditi svako prekoračenje u iznosu od 0.10 EUR po kilometru.
19. Korisnik se obavezuje da će sve troškove po ovom ugovoru platiti u zokonski predviđenom roku.
20. Vozilo je osigurano po osnovu: **A – auto kasko; B – autoodgovornosti;**
21. Ako je vozilo korišteno u skladu sa uslovima i odredbama ugovora, odgovornost klijenta za štete je ograničena na iznos franšize u cjeniku „Rent a car Hena“.
22. U slučaju da je korisnik prihvatio plaćanje otkupa franšize po ugovoru, u potpunosti se isključuje odgovornost korisnika za štete na unajmljenom vozilu. Otkup franšize ne oslobađa korisnika za slučajeve navedene u stavkama 11. i 12.
23. Ako korisnik prihvati uslove osiguranja od smrti i povreda (PAI), što se označava potpisom klijenta na prednjoj strani ugovora u odgovarajuću rubriku. Korisnik će ostvariti pravo na ovo osiguranje prema odredbama ugovora o ličnom osiguranju sklopljenom između „Rent a car Hena“ i osiguravajućeg društva.
24. Korisnik se obavezuje da će u slučaju udesa, nezgode, štiti interese „Rent a car Hena“ time što će: 1. Pozvati rental agenta koji mu je izdao vozilo; 2. Zabilježiti imena učesnika i svjedoka; 3. Obezbjediti i skloniti vozilo na sigurno mjesto prije napuštanja; 4. Pozvati i sačekati organe policije da izvrše uvid. Ako korisnik propusti da izvede navedene mjere, biće odgovoran za sve posljedice i štete koje „Rent a car Hena“ može imati zbog toga.
25. Zvanični objavljeni cjenovnik „Rent a car Hena“ koji je na snazi za vrijeme sklapanja ugovora, predstavlja sastavni dio ovog ugovora.
26. Izmjene uslova i odredaba ugovora, moguće su samo uz pismenu saglasnost obje strane.

U SLUČAJU SPORA PO OVOM UGOVORU, NADLEŽAN JE SUD U SARAJEVU

TERMS AND CONDITIONS OF VEHICLE RENTING

1. „Rent a car Hena.“ rents a vehicle for use named on front side of the agreement on time, concluded from terms and conditions of car renting.
2. Signing this agreement, customer confirms that he rented a vehicle in working condition, with marking of eventual damages on the front side of agreement. Customer is also obligated to return a vehicle at the same fuel level as it was on check in, and also to return clean vehicle as it was on check in. Otherwise, customer needs to pay vehicle cleaning and missing fuel level.
3. Customer is obligated to return a vehicle with all the tires, tools, documents and all standard and additional equipment.
4. Customer is obligated to return the vehicle on the time that is already agreed in agreement, or earlier on the request of the „Rent a car Hena.“ In case that customer wants to extend vehicle renting, it is necessary to ask for permission of „Rent a car Hena.“ at least 24 hours earlier, and pay additional deposit.
5. The vehicle can be driven only by customer, or the person that is already named in the agreement as additional driver, in case that he has all necessary qualifications and documents.
6. The vehicle must not be used for organized transport of passengers or goods, for bargaining another vehicles, for sport competitions, and also must not be used under influence of alcohol and drugs. Also must not be used if there are too many passengers inside that are maximum allowed; vehicle must not be used for animal transport, easy flammable cargo, hard smells cargo, and unfitable cargo that can damage the vehicle.
7. In case the customer wants to return the vehicle before the expiry of the contract, „Rent a car Hena“ is NOT obligated to refund the money for the rest of the rent.
8. **The customer is obligated that he will not cross the country board without permission of „Rent a car Hena.“**
9. If the customer miss agreed time for returning the vehicle, without permission of „Rent a car Hena.“, the vehicle will be treated as stolen. Than „Rent a car Hena.“ will inform police. In that case, the customer will be responsible for all the moral and material obligations.
10. The customer is obligated to take care for all the tehcnical conditions of vehicle during the renting period, that he will check cooling liquids, oil, tire pressure and that he will change oil when it is necessary. The customer is responsible for all he damages that happend by using improperly use of the vehicle.
11. The customer is responsible for the damages that he caused by unproperly keeping and using the vehicle (driving outside of asphalt road etc.) no mather if the customer paid for franshize or not. The customer will be charged for all barge costs, as the cost of reduction of vehicle value and lost of revenue by the base durring reparation of vehicle. The customer will also suffer the expenses which „Rent a car Hena.“ could have according to third persons that are caused by unproperly using of vehicle by the customer. Insurance doesn't cover damages that are cropped up on glass part of the car (mirrors, front and back windshield and side windows), as the damages on the wheels and damages under the vehicle. Renter agrees that, in addition to the compulsory insurance have participation in the possible resulting damages to the vehicle a minimum of 500 EUR and 5000 EUR, depending on the category of vehicle. The amount of participation in the damage to determine jurisdiction " Rent a car Hena". In case of failure, the agency is required to remediate the problem of failure of the vehicle a maximum 24 hours of notification of failure of the client.
12. The customer is responsible for all the damages on the vehicle, caused of the customer himself or the third person during renting period. The customer is also responsible if he gave incorrect informations of himself, or living adress or driving documents during the renting of the vehicle. In case of damages according to the third persons, the customer will be charged for all the costs that „Rent a car Hena.“ could have by that case.
13. The customer is obligated to, in time when he doesn't use the vehicle, lock the vehicle and ALWAYS have keys and documents with himself. At the end of renting periond, the customer is obligated to return vehicle keys and documents or compensate the loss.
14. The customer releases „Rent a car Hena.“ of any responsibility for missing, damaging or loss of any peace of private stuff inside the vehicle during rental period and at check out. The customer is obligated not to sue „Rent a car Hena.“ for stealing or loss of private stuff.
15. During rental period, the customer is obligated to pay for garage tickets, parking tickets and traffic fines for unproperly behaving inside the trafic or similar fines that are not included in the renting.
16. The customer will not suffer expenses of mechanical malfunctions, if he assumed remedials that those malfunctions could not happen.
17. „Rent a car Hena“ doesn't take any of responsibilities for malfunctions that happened during rental period.
18. Signing this contract, the customer is obligated to respect limited daily kilometer limit of 200 km per day (if the customer peviously haven't bought franshize for no kilometer limit).In case that the customer overdraws kilometer limit,the customer is obligated to pay every overdrawn 0.10 EUR per kilometer.
19. The customer is obligated for paying all the expenses concluded by this agreement in time by law.
20. The vehicle is insured by: **A – auto kasko; B – autoresponsability;**
21. If the vehicle is used by terms and conditions of this agreement, responsibilities of the customer for the damages are limited on amount of franshize concluded by „Rent a car Hena“.
22. In case that the customer agreed to pay ransom of franshize by agreement, the customer has no responsibilities for the damages on rented vehicle. Ransom of franshize doesn't take responabilities off the customer in cases concluded in the line 11. and 12.
23. If the customer accepts terms and conditions of insurance for death or infrigements (PAI), what is already signed by the customer on the front side of the agreement. The customer has rights in this case of insurance by the terms of personal insurance concluded by „Rent a car Hena.“ and insurance company.
24. The customer is obligated to protect interests of „Rent a car Hena.“ in case of an accident by doing next: 1. Call his rental agent instantly; 2. Take the names of participants of an accident; 3. Secure the vehicle and area around before leaving; 4. Call the police and wait for them for report. If the customer miss any of this, he will be responsible for all the consequences and damages that „Rent a car Hena.“ could have because of that.
25. Public released tariff of „Rent a car Hena.“ is on duty by signing the contract, and the conditions and terms are part of the same.
26. Changing the terms and conditions of agreement are possible only by written request of the customer and approval of „Rent a car Hena.“

IN THE EVENT OF A DISPUTE UNDER THIS AGREEMENT, THE COURT IN SARAJEVO HAS JURISDICTION