

Compliant with Article 58 Paragraph 1 and 2 of the Physical Assets of the State and Local Government Act (Official Gazette of the Republic of Slovenia, n. 11/18, 79/18, 61/20 – ZDLGPE, 175/20) and Article 19 of the Decree on the Constitution of the Public Institute Javni zavod za turizem Nova Gorica in Vipavska dolina (Official Gazette of the Republic of Slovenia, n. 43/20) I hereby adopt the following

## GENERAL TERMS AND CONDITIONS FOR OCCASIONAL USE OF E-BIKES

### I. GENERAL PROVISIONS

#### Article 1

(1) These General Terms and Conditions for Occasional Use of E-Bikes (hereinafter: Terms and Conditions) define the terms of rental and use of 11 (eleven) SPECIALIZED LEVO HT 29 NB 2020 electric bikes with additional equipment, as well as the obligations of the renter, the user accountable and the user of the said bikes.

(2) Compliant with Article 120 of the Code of Obligations (Official Gazette of the Republic of Slovenia, n. 97/07 – official consolidated version, 64/16 – decision of the Constitutional Court 20/18 – OROZ631), the provisions of these Terms and Conditions are deemed as binding contractual provision between the renter, the user accountable and the user.

#### Article 2

(1) The Terms and Conditions herein apply the terminology with the following meaning:

1. *bikes* are SPECIALIZED LEVO HT 29 NB 2020 electric mountain bikes with additional equipment;
2. *additional equipment* or *equipment* includes: e-bike helmet equipped with MIPS system and NTA 8776 certificate, bottle cages, inner tube, tool case, rim disassembly tools, pump, multitool, front and rear battery-operated lights, bike bell and kickstand;
3. *renter* is the Public Institute Javni zavod za turizem Nova Gorica in Vipavska dolina, registered office in Trg Edvarda Kardelja 1, 5000 Nova Gorica;
4. *person authorized by the renter* is any natural person or legal entity the renter bestows the power to perform the actual rental at info point;
5. *info point* is a site where the rental is performed, as well as the place the user can return the bike to. There are two info points, namely:
  - **Šmentana muha, oskrba konj, Aneja Pirc s.p.**, Banjšice 12, 5251 Grgar, T: +386 (0)51 214 912, e-mail: info@dscamping.si in
  - **Gostilna s prenočišči Martina Gorjan Sulič s.p.**, Lokve 36, 5252 Trnovo pri Gorici, T: +386 (0)5 307 40 37, e-mail: gostilna.winkler@siol.net;
6. *user accountable* is any legal entity or adult natural person who rents a bike for occasional use on their behalf or for other natural persons according to Paragraph 1 Article 3 of these Terms and Conditions;
7. *user* is a natural person who actually uses the rented bike based on the rental concluded in accordance with the previous item and answers to the user accountable;
8. *use of bike* is deemed any use based on the bike rental;
9. *bike owner* is the City Municipality of Nova Gorica;
10. *website* is the page accessible on [www.planota.si](http://www.planota.si) or [www.vipavskadolina.si](http://www.vipavskadolina.si).

(2) All rights and obligations arising from the Terms and Conditions herein possessed by the person authorized by the renter can be also exercised by the renter itself.

## II. BIKE RENTAL

### Article 3

(1) Bikes are rented at info points. The rental and the contractual relationship between the renter and the user accountable are deemed concluded when the user accountable fills and signed the E-Bike Handover Form (hereinafter: Handover Form) and takes over the bikes. Bike takeover is implemented upon signing the Handover Form.

(2) Prior to the actual rental, the user accountable must be acquainted with the obligations defined in the Terms and Conditions. The user accountable undertakes to inform about the Terms and Conditions the users of the rented bikes.

(3) The Handover Form shall be filled at the info point. Should the user accountable fail to fill the form correctly or completely, the person authorized by the renter may ask to fulfil their duty. Should the user accountable fail to provide timely amendments or if they submit improper data, the contractual relationship is deemed unsigned and the person authorized by the renter has the right to deny the bike rental.

### Article 4

(1) When filling the Handover Form, the user accountable, i.e., natural person, must provide their valid identification document to the person authorized by the renter. The person authorized by the renter shall fill the Handover Form the following personal data of the user accountable: full name, ID number and telephone number. The data are being collected, processed and protected compliant with the provisions of Article 14 herein.

(2) The bike rental is subject to a fee, which is calculated based on the owner's price list and is displayed at the info point. Daily rentals are calculated upon takeover.

(3) Upon the rental and on their own discretion, the person authorized by the renter may ask the user accountable to pay a deposit. The deposit shall be refunded should the bikes be returned timely and undamaged. Should the bikes be returned damages or after the agreed time, the deposit shall not be returned or shall not be returned in full. In such case, the user accountable is required to pay for damages or overtime rental.

### Article 5

(1) Only legal entities and adult natural persons can rent bikes. Minor users may use the bikes only if accompanied by an adult user acting as user accountable.

(2) The user accountable holds full responsibility for the correct and diligent use of the bike, as well as for any damage arising during the use, regardless of who was the actual user of the bike. This applies particularly for any damage to the bike, to third parties, to third party property or the bike user itself.

(3) The person authorized by the renter has the right to deny the rental should they consider the user of the bike is not capable of operating the bike according to the road safety rules or for any other valid reason, such as if the mental and physical condition do not allow the user to safely operate the bike, if the person authorized by the renter suspects the user shall not use the bike for customary purposes or if they suspect the user may cause damage or if the user has already used the rented bike contrary to these Terms and Conditions, etc.



### Article 6

- (1) Generally, bikes can be rented every day. Business hours shall be defined by both the renter and the person authorised by the renter. Business hours shall be displayed at both info points and on the website.
- (2) Except in cases where the user possesses their own e. g. helmet, bikes are rented together with the additional equipment. The equipment received by the user is listed in the Handover Form.
- (3) Advance bookings are available by phone or by e-mail of the person authorized by the renter.

### Article 7

- (1) The user accountable must return the rented bikes at the info point by the end time of rental defined in the Handover Form. Should the user accountable fail to return the bike timely for reasons on their behalf, an hourly fee from the applicable price list shall be charged for each started hour of overtime rental.
- (2) If the bike is not returned timely or should the user accountable fail to inform the person authorized by the renter about the late return, such action is deemed misappropriation by the user accountable. The renter may exercise its right to report to the police and other competent authorities.
- (3) The person authorized by the renter must provide the renter a daily report about any deviation during the bike rental (fault, missing equipment, damages, etc.).

## III. USE OF BIKES

### Article 8

- (1) The user shall use the bike at own risk. By signing the Handover Form, the user accountable assumes full responsibility for the user's suitable physical and mental ability to operate the bikes, as well as for the damages arising from such deficiency.
- (2) Bikes can be used by the user accountable and users from Article 2 Paragraph 1 Item 7.
- (3) Users can use the bikes solely in recreational purposes on the Trnovo and Banjšice Plateau.

### Article 9

The user accountable and the users undertake:

- a) to use the bikes appropriately and with due diligence and compliant with the Terms and Conditions herein. The appropriate use precludes mainly:
  - any use contrary to the provisions of the applicable road regulations;
  - any use on terrains and natural conditions which cause damage to the bike;
  - any use which endangers both users and third parties;
  - any use which causes injury to people, nature or property;
  - any use, dangerous to people or property;
  - disassembly or disassembly attempt of the entire bike or part of it without a valid reason (e. g. tyre replacement);

- rental, concession or handover to third parties not indicated on the Handover Form, or any use not provided by the Terms and Conditions herein;
  - any use of bikes in competitions or sports events;
  - any transport of third parties, hazardous substances or illegal goods;
  - any unlawful use or use for illegal purposes;
- b) to handle the bike in such way to minimize any possible damage, destruction or disappearance;
- c) to call the person authorized by the renter to the agreed telephone number immediately but not later than 6 (six) days after the event about any loss, theft, damage, or any other type of problem related to the bike rental or use;
- d) to return the bike within the time defined in the Handover Form;
- e) to report immediately to the police any criminal offences. The user accountable holds full and sole responsibility until the person authorized by the renter or the renter itself does not receive the copy of the report of the criminal offence.

#### Article 10

(1) Should the bikes be used contrary to the Terms and Conditions herein, the person authorized by the renter can unilaterally terminate the rental. In such case, the user accountable or the user must immediately return the rented bikes. The person authorized by the renter reserves the right to issue a temporary or permanent ban of bike rental to the user accountable or the user, as well as charge them a suitable fee.

(2) The user accountable hold full and sole responsibility for any damage arising from the use of the rented bike.

(3) At any time and without citing a reason, the user accountable may withdraw from the contract by returning the rented bikes to the person authorized by the renter. The user accountable must inform the person authorized by the renter about their withdrawal. The person authorized by the renter shall change no additional fee for the withdrawal of the user accountable.

(4) If the bike in faulted in a way it cannot be operated uninterruptedly and safely, and if there is no replacement bike, the person authorized by the renter shall refund the amount proportional to the time the user was unable to use the bike.

#### Article 11

(1) The user accountable must pay the person authorized by the renter for the damages caused by the use contrary to the Terms and Conditions. The damages shall be estimated by the person authorized by the renter upon return of the bike and in compliance with the Price List of Repairs for Occasional Users enclosed herein.

(2) Should either the user accountable or the user:

- steal or fail to return the bike;
- return an irreparable bike;

the user accountable must pay the renter the purchase price of a new bike.

#### Article 12

(1) Should a third party steal the bike from the user or the user accountable, the latter must provide the person authorized by the renter the theft report and the copy of the police record. If the bike is not returned to the renter, the user accountable is required to pay the amount of the entire bike, equipment included.



### Article 13

(1) If the bike is damaged in a traffic accident handled by the police, the user accountable must provide the person authorized by the renter the theft report and the copy of the police record. If either the user accountable or the user for which the bike is being rented are found responsible for the traffic accident, the user accountable must pay the renter the purchase price of the new bike, considering the regular wear of both bike and equipment until the day the bike and the equipment are being returned to the renter.

## IV. PERSONAL DATA PROTECTION

### Article 14

- (1) **Personal Data Controller:** The Public Institute Javni zavod za turizem Nova Gorica in Vipavska dolina, registered office in Trg Edvarda Kardelja 1, 5000 Nova Gorica (hereinafter: Institute) acts as Personal Data Controller.
- (2) **The purposes and legal basis for treatment:** your personal data submitted in the Handover Form to the e-bike renter which the Institute has a contract with, are being processed for the following purposes:
  - the identification of the user accountable for the e-bike rental, which consists of identity verification of the user accountable and justifies the pre-contractual relationship;
  - the communication of identification data to the police force and other competent authorities in case of harmful event, traffic or other accident, theft or loss of e-bikes or any other criminal offence to fulfil the legal obligations of the Institute, and based on the legitimate interest of the Controller or if the processing is necessary in order to protect the vital interests of the data subject or of another natural person;
  - to send free promotional messages by the Controller (monthly newsletter, calendar of events, etc.) based on the explicit consent granted by the user accountable;
  - to respond to the requests presented by the user accountable and related to their personal data, which consists of the Institute's legal obligation and also encompasses identity verification.
- (3) **Categories of personal data processed:** personal data for identification (*full name, type and number of identification document, telephone number*) are mandatory for the conclusion of the contract. The e-mail address is optional and is being used to send free promotional messages based on the individual explicit consent. The user's geolocation data can be acquired through the device installed in the helmet for safety reasons. The data collected by the device the user rents from the renter shall be used based exclusively on the prior explicit consent granted by the subject.
- (4) **The access to your data is granted only** to those employees of the Controller and the business associates (service providers) who require such data to fulfil our contractual or legal commitments, and only within the scope necessary for the compliance with such obligations. Your personal data shall be transferred to third parties to fulfil our legal obligations, administrative or judicial provisions, i.e., to authorised offices only for their obligations and responsibilities. Compliant with the applicable legislation, the Institute is obliged to communicate such data upon request.
- (5) **Storage period:** personal data are stored only for as long as necessary to achieve the purpose they were collected and processed for, i.e., not over 10 (ten) years after the termination of the e-bike rental contract or 5 (five) years after the last activity or until the revocation of the consent for free promotional messages. After the storage period, the personal data are deleted or anonymized.

- (6) **Personal data protection rights:** you can object the processing of your personal data which is based on our legitimate interest, or cancel your consent at any time. You may request: the correction of data, the cancellation of data (except for those required by the applicable law), the access to and the origin of the data submitted to the Personal Data Controller. You can also object the treatment of data, prohibit any communication, and other rights. Your personal data protection rights can be exercised by submitting a written or verbal notification to the Public Institute Javni zavod za turizem Nova Gorica in Vipavska dolina, Trg Edvarda Kardelja 1, 5000 Nova Gorica, or by e-mail to [gdp@vipavskadolina.si](mailto:gdp@vipavskadolina.si).
- (7) **The right to appeal:** In case of data abuse, please refer to the Public Institute Javni zavod za turizem Nova Gorica in Vipavska dolina, registered office in Trg Edvarda Kardelja 1, 5000 Nova Gorica, or send an e-mail to [gdp@vipavskadolina.si](mailto:gdp@vipavskadolina.si). You have the right to appeal to the Supervisory Body of the Information Commissioner of the Republic of Slovenia.
- (8) For **more information** about the processing and protection of personal data, as well as our Privacy Policy please visit [www.vipavskadolina.si/politikazasebnosti](http://www.vipavskadolina.si/politikazasebnosti).

## V. FINAL PROVISIONS

### Article 15

The provisions of the Republic of Slovenia and the competences of the Slovenian Courts of Justice are applied to the Terms and Conditions herein.

### Article 16

The Terms and Conditions enter into force the day after their publication on the renter's website. They are also displayed at the info points.

Number: *NZD 07/21*

Date: *19.3.2021*

Director Erika Lojk  
JAVNI ZAVOD ZA TURIZEM NOVA GORICA  
IN VIPAVSKA DOLINA

JAVNI ZAVOD ZA TURIZEM  
NOVA GORICA IN VIPAVSKA DOLINA

Enclosure: Price List of Repairs for Occasional Users

## ENCLOSURE: PRICE LIST OF REPAIRS FOR OCCASIONAL USERS

- bike chain €20
  - damage to the front wheel €40
  - damage to the rear wheel €40
  - damage to the front disk €35
  - damage to the rear disk €35
  - intentional damage to the tyre €25
  - damage to the rear derailleur €35
  - damage to the front derailleur €15
  - front brakes and gear lever with wiring to the hydraulic brakes €80
  - damage to the pedal €15
  - damage to the rack €28
  - greasy or damaged brake pads €16
  - front brakes and gear lever with wiring €40
- \* VAT and replacement of spare parts included in the price.

### The following prices apply in case of loss of equipment, repairs and interventions:

- Loss of equipment (bag, helmet, lock, key, light) €10
  - Loss of bike key or battery charging adapter €30
  - Loss of bike battery €400
- On-site repair and intervention €1.50 per km

Director Erika Lojk

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