

## **SPLOŠNI POGOJI O NAJEMU E-KOLES NA KOLESARSKIH TURAH V SPREMSTVU VODNIKA** **GENERAL TERMS AND CONDITIONS FOR THE RENTAL OF E-BIKES ON GUIDED CYCLING TOURS**

1. Splošni pogoji (v nadaljevanju: pogoji) opredeljujejo pogoje najema, t.j. izposoje in uporabe e-koles ter obveznosti najemodajalca in najemnika.  
The General Terms and Conditions (hereinafter: Terms and Conditions) define the terms and conditions of rental, i.e. the rental and use of e-bikes, and the obligations of the lessor and the renter.
2. Pogoji zavezujejo najemodajalca in najemnika kot pogodbeni določila, skladno s 120. členom Obligacijskega zakonika (Uradni list RS, št. 97/2007 - uradno prečiščeno besedilo in spremembe).  
The terms and conditions are binding on the lessor and the lessee (renter) as contractual provisions, in accordance with Article 120 of the Obligations Code (Official Gazette of the Republic of Slovenia, No. 97/2007 - official consolidated text and amendments).
3. V teh pogojih imajo posamezni izrazi naslednji pomen:
  - e-kolesa so električna gorska kolesa z dodatno opremo (tačka, torbice, nosilci bidona, zvonec), ki so last Občine Idrija, Mestni trg 1, 5280 Idrija, ki je najemodajalec;
  - najemnik je naročnik oziroma oseba, ki najame e-kolo na podlagi Pogodbe o najemu e-kolesa
  - Prevzemno oddajna točka e-kolesa točka je mesto, kjer najemnik prevzame in odda najeto e-kolo in je opredeljena v Pogodbi o najemu e-kolesa.  
In these terms and conditions, the following terms have the following meanings:
    - e-bikes are electric mountain bikes with additional equipment (kickstand, bags, water bottle holders, bell) owned by the Municipality of Idrija, Mestni trg 1, 5280 Idrija, which is the lessor;
    - The renter is the customer / person who rents an e-bike based on the E-bike Rental Agreement.
    - The e-bike pick-up and drop-off point is the location where the renter picks up and returns the rented e-bike and is specified in the E-bike Rental Agreement.
4. Najem e-koles urejajo predmetni splošni pogoji najema, sklenjena pogodba o najemu e-kolesa (v nadaljevanju pogodba) in pravilno izpolnjen ter podpisan prevzemno oddajni zapisnik.  
The rental of e-bikes is governed by these general rental terms and conditions, the concluded e-bike rental Agreement (hereinafter referred to as the Agreement), and a correctly completed and signed handover report.
5. Ti pogoji so sestavni del najemniškega razmerja med najemodajalcem in vsakokratnim najemnikom. Najemodajalec si pridržuje pravico do sprememb ali dopolnitev pogojev.  
These terms and conditions form an integral part of the rental agreement between the lessor and the respective lessee. The lessor reserves the right to amend or supplement these terms and conditions.

### **Kdo lahko uporablja storitev**

Who can use the service

Najemnik e-kolesa mora na vpogled predložiti veljaven osebni dokument za pridobitev potrebnih identifikacijskih podatkov. Najemnik, ki bo uporabljal najeto e-kolo mora za veljaven najem izpolnjevati pogoje, ki so navedeni v tem dokumentu. Najemnik se zavezuje, da bo ob sklenitvi najemne pogodbe podal resnične podatke.

The e-bike renter must present a valid personal document in order to obtain the relevant identification data. The renter who will use the rented e-bike must meet the conditions set out in this document for a valid rental. The renter undertakes to provide true personal data when concluding the rental Agreement.

E-kolo lahko uporabljajo le polnoletne osebe. Mladoletne osebe lahko uporabljajo e-kolo le v spremstvu polnoletne osebe, ki nase prevzame odgovornost za morebitno škodo, ki jo povzroči mladoletnik tretji osebi ali škodo, ki doleti samega mladoletnika. Najemodajalec lahko zavrne izročitev e-kolesa osebi, za katero meni, da ni sposobna voziti kolesa, kot to predpisuje Zakon o varnosti cestnega prometa (ZVCP-1) oziroma zaradi kateregakoli drugega utemeljenega razloga.

Only persons over the age of 18 may use e-bikes. Minors may only use e-bikes when accompanied by an adult who assumes responsibility for any damage caused by the minor to a third party or damage suffered by the minor themselves. The maintenance technician may refuse to hand over an e-bike to

a person whom they deem incapable of riding a bike, as prescribed by the Road Traffic Safety Act (ZVCP-1), or for any other justified reason.

### **Način uporabe storitev najema**

How to use rental services

Brezplačen najem koles je na voljo udeležencem vodenih kolesarskih tur, ki jih organizira Zavod za turizem Idrija (v nadaljevanju organizator oz. ZTI) in uporabnikom, ki kolesarske ture organizirajo v lastni režiji vendar pod vodstvom ali v spremstvu lokalnega licenciranega vodiča turno kolesarskih izletov (v nadaljevanju vodič), s katerimi imata ZTI in Občina Idrija sklenjeno ustrezno sodelovanje ali soglasje.

Stroške najema, priprave, čiščenja in vzdrževanja e-koles ter stroške kolesarskega vodiča na turah, ki jih organizira Zavod za turizem Idrija (ZTI), krijeta Občina Idrija in ZTI.

Pri zasebno organiziranih kolesarskih turah z vodnikom stroške vodenja (vodiča) krije uporabnik e-kolesa.

Najemnik lahko kolo koristi izključno v času trajanja organizirane ali vodene kolesarske ture ter v skladu z navodili organizatorja oziroma vodiča.

Najemnik je dolžan s kolesom ravnati skrbno in odgovorno, ga uporabljati v skladu z njegovim namenom ter upoštevati vse prometne in varnostne predpise.

Najemnik je odgovoren za morebitno škodo na kolesu, ki nastane zaradi nepravilne uporabe, malomarnosti ali namerne poškodbe, ter se zavezuje organizatorju povrniti stroške popravila ali nadomestitve.

Lastnik koles, organizator vodenih ali vodič ne prevzemajo odgovornosti za poškodbe uporabnika ali tretjih oseb ter za izgubo ali poškodovanje osebnih predmetov uporabnika med uporabo kolesa, razen v primeru hude malomarnosti ali naklepa.

Najemnik si mora pred prevzemom kolesa ogledati njegovo stanje in morebitne pomanjkljivosti nemudoma sporočiti organizatorju ali vodiču. V nasprotnem primeru se šteje, da je kolo prevzel brezhibno.

Organizator in vodič si pridržujeta pravico, da najemniku zavrne izposojlo kolesa v primeru neupoštevanja teh splošnih pogojev ali v primeru, ko oceni, da uporabnik ni sposoben varne uporabe kolesa.

Free bicycle rental is available to participants of guided cycling tours organized by the Idrija Tourism Board (hereinafter: the organizer), as well as to those taking part in individual cycling tours conducted under the guidance or supervision of a local licensed cycling guide (hereinafter: the guide), with whom the organizer and the Municipality of Idrija have established appropriate cooperation or consent.

The renter may use the bicycle exclusively during the duration of the organized or guided cycling tour and in accordance with the instructions of the organizer or the guide.

The costs of renting, preparing, cleaning, and maintaining the e-bikes, as well as the costs of the cycling guide on tours organized by the Idrija Tourism Board (ZTI), are covered by the Municipality of Idrija and ZTI.

For privately organized guided cycling tours, the cost of the guide is borne by the e-bike user.

The renter is obliged to handle the bicycle with care and responsibility, to use it in accordance with its intended purpose, and to comply with all traffic and safety regulations.

The renter is responsible for any damage to the bicycle resulting from improper use, negligence, or intentional damage, and agrees to reimburse the organizer for the costs of repair or replacement.

The owner of the bicycles, the organizer of the guided tours, and the guide shall not be held liable for injuries to the user or third parties, nor for the loss or damage of the user's personal belongings during the use of the bicycle, except in cases of gross negligence or intent.

Before taking over the bicycle, the renter must inspect its condition and immediately report any defects to the organizer or the guide. Otherwise, it shall be deemed that the bicycle was received in proper condition.

The organizer and the guide reserve the right to refuse bicycle rental to the renter in case of non-compliance with these general terms or if they assess that the user is not capable of safely operating the bicycle.

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## **Uporaba e-kolesa**

### Using an e-bike

Najemnik e-kolo uporablja na lastno odgovornost, in le kot običajno prevozno sredstvo v običajnem cestnem prometu, na način, ki je običajen za povprečne športne rekreativce, kolesa pa ni dovoljeno uporabljati na način, ki za takšno e-kolo ni predviden, zlasti ne za vožnjo izven za e-kolo primernem terenu izven poti in podobno.

The renter uses the e-bike at their own risk, and only as a normal means of transport in normal road traffic, in a manner that is normal for average recreational athletes. and the bicycle may not be used in a manner not intended for such an e-bike, in particular for riding off-road terrain unsuitable for e-bikes and the like.

Najemnik mora z e-kolesom ravnati previdno in kot dober gospodar. Prepovedana je uporaba e-kolesa na športnih prireditvah, v komercialne namene in oddaja e-kolesa v podnajem.

Prepovedana je uporaba e-kolesa za prevoz nevarnih snovi, ilegalnega blaga, oseb ali lastnine proti plačilu, vožnja pod vplivom alkohola, pomirjeval, uspavalnih sredstev ali katerikoli drugih snovi, ki lahko vplivajo na voznikovo sposobnost upravljanja, kakor tudi vsakršna druga morebitna podobna zloraba. Najemnik mora upoštevati navodila za uporabo in veljavne cestno-prometne predpise.

The renter must handle the e-bike with care and as a good steward. It is prohibited to use the e-bike at sporting events, for commercial purposes, or to sublet the e-bike. It is prohibited to use the e-bike to transport dangerous substances, illegal goods, persons or property for payment, to ride under the influence of alcohol, sedatives, sleeping pills or any other substances that may affect the rider's ability to operate the e-bike, as well as any other similar abuse. The renter must follow the instructions for use and applicable traffic regulations.

## **Odgovornost najemnika v času najema e-kolesa**

### Responsibility of the renter during the rental period of an e-bike

Uporaba e-kolesa predvideva ustrezno fizično pripravljenost najemnika. S sklenitvijo pogodbe o najemu in drugih listin najemnik prevzame vso odgovornost, da je ustrezno fizično in umsko sposoben uporabljati in upravljati z e-kolesom, s čimer prevzema tudi vso odgovornost za škodo, ki bi izvirala iz njegove tovrstne pomanjkljive sposobnosti.

The use of an e-bike requires the renter to be in appropriate physical condition. By signing the rental agreement and other documents, the renter assumes full responsibility for being physically and mentally capable of using and operating the e-bike, thereby also assuming full responsibility for any damage that may arise from their lack of such ability.

Najemnik ne sme pustiti e-kolesa nezavarovanega in nosi ves riziko morebitne odtujitve e-kolesa in to ne glede na to, ali je e-kolo zaklenil, saj ga ne sme zapusti brez nadzora.

The renter must not leave the e-bike unsecured and bears all risk of possible theft of the e-bike, regardless of whether the e-bike is locked, as it must not be left unattended.

Uporaba in posest e-kolesa je geografsko omejena in sicer sme najemnik e-kolo uporabljati izključno na območju občine Idrija. Vsa e-kolesa so opremljena z GPS sledilnim sistemom.

The use and possession of e-bikes is geographically limited, meaning that renters may only use e-bikes within the geographical area of Municipality of Idrija. All e-bikes are equipped with a GPS tracking system.

V času najema najemnik odgovarja za vsak dogodek ali za vso škodo, ki je nastala njemu, tretjim osebam ali stvarjem tretjih oseb zaradi uporabe najemodajalčevega e-kolesa.

Najemnik odgovarja za vse morebitne posledice (npr. škodo ali denarne kazni) nepravilne uporabe e-kolesa ter nespoštovanja veljavnih cestno-prometnih predpisov

During the rental period, the renter is liable for any incident or damage caused to themselves, third parties, or third-party property as a result of using the lessor's e-bike.

The renter is liable for any consequences (e.g., damage or fines) of improper use of the e-bike and failure to comply with applicable traffic regulations..

V primeru katerekoli škode na e-kolesu, ki je posledica nepravilne uporabe e-kolesa, mora najemnik plačati najemodajalcu odškodnino v znesku nastale škode. Škodo oceni vzdrževalec e-koles ob vračilu e-kolesa, skladno s cenikom novih e-koles pri dobavitelju oziroma pooblaščenih servisih e-koles, ki so predmet izposoje, upoštevajoč redno obrabo e-kolesa do trenutka izročitve le te najemniku oz. v

primeru ugotovljenih poškodb, najemodajalec na stroške najemnika servisira e-kolo pri pooblaščenem izvajalcu servisov.

In the event of any damage to the e-bike resulting from improper use of the e-bike, the renter must pay the lessor compensation in the amount of the damage incurred. The damage shall be assessed by the e-bike maintenance technician upon return of the e-bike, in accordance with the price list of new e-bikes at the supplier or authorized e-bike service centers, taking into account normal use of the e-bike up to the moment of its delivery to the renter, or in the event of damage, the lessor shall have the e-bike serviced by an authorized service provider at the renter's expense.

Če najeto e-kolo ni vrnjeno v 24 urah od dogovorjenega časa njegove vrnitve, se smatra, da si ga je najemnik protipravno prisvojil. Vzdrževalec o tem obvesti najemodajalca, ta pa je upravičen o tem obvestiti policijo in ostale pristojne organe. V primeru, ko tretja oseba ukrade najemniku e-kolo ali ko se e-kolo poškoduje v prometni nesreči, ki jo obravnava policija, mora najemnik o tem obvestiti vzdrževalca in najemodajalcu predložiti kopijo prijave policiji in poročilo o kraji ter mu v roku 10 dni od dneva kraje plačati varščino, enako ceni skladno s cenikom novih e-koles pri dobavitelju, upoštevajoč redno obrabo e-kolesa do trenutka izročitve le tega najemniku. Varščina bo najemniku povrnjena le v primeru vrnitve ukradenega e-kolesa. V nasprotnem primeru se znesek zadrži kot dogovorjena odškodnina.

E-kolo ostane v polnem obsegu v najemnikovi izključni odgovornosti, dokler najemodajalec storitve ne prejme kopije prijave kaznivenga dejanja.

Višja sila ali izredne okoliščine so razlog za izključitev odškodninske odgovornosti.

If the rented e-bike is not returned within 24 hours of the agreed return time, it is considered that the renter has unlawfully appropriated it. The maintenance technician shall notify the lessor thereof, who is entitled to notify the police and other competent authorities. In the event that a third party steals the e-bike from the renter or the e-bike is damaged in a traffic accident investigated by the police, the renter must notify the maintenance technician and submit a copy of the police report and theft report to the lessor and pay the lessor a deposit within 10 days of the date of the theft, equal to the price of a new e-bike from the supplier, taking into account the normal use of the e-bike up to the moment of delivery to the renter. The deposit will be refunded to the renter only if the stolen e-bike is returned. Otherwise, the amount will be retained as agreed compensation.

The e-bike remains the sole responsibility of the renter until the service provider receives a copy of the crime report.

Force majeure or extraordinary circumstances are grounds for exclusion from liability for damages.

### **Odstop od pogodbe**

Withdrawal from the contract

V primeru najemnikove kršitve katerega od določil teh splošnih pogojev najema in sklenjene pogodbe o najemu ima najemodajalec pravico do odstopa od pogodbe s takojšnjim učinkom in odvzema najetega e-kolesa najemniku. Najemnik se s Pogodbo o najemu izrecno odpove uveljavljanju ugovora zoper odločitve najemodajalca iz prejšnjega stavka.

Najemnik lahko ob vsakem času odstopi od pogodbe in vrne e-kolo najemodajalcu, če ima e-kolo stvarno napako, ki ne omogoča nemotene in varne rabe, in najemodajalec nima nadomestnega e-kolesa.

In the event of a breach by the lessee of any of the provisions of these general terms and conditions of lease and the concluded lease contract, the lessor shall be entitled to withdraw from the contract with immediate effect and to take back the leased e-bike from the lessee. By signing the Rental Agreement, the renter expressly waives the right to object to the lessor's decision referred to in the previous sentence.

The lessee may withdraw from the contract at any time and return the e-bike to the lessor if the e-bike has a material defect that prevents its smooth and safe use and the lessor does not have a replacement e-bike.

### **Pristojnost za spore**

Jurisdiction for disputes

Za spore v zvezi s predmetnimi splošnimi pogoji najema in sklenjeno pogodbo o najemu e-kolesa, se uporablja slovensko pravo, zanje pa je pristojno stvarno pristojno slovensko sodišče.

Any disputes relating to these general terms and conditions of rental and the concluded e-bike rental agreement shall be governed by Slovenian law and shall be subject to the jurisdiction of the competent Slovenian court.

Ti pogoji veljajo od 1. 5. 2026

These terms and conditions are valid from 1. 5. 2026