

## **SPLOŠNI POGOJI O NAJEMU E-KOLES ZA INDIVIDUALNO UPORABO**

### **GENERAL TERMS AND CONDITIONS FOR E-BIKE RENTAL**

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 poslovanja imajo posamezni izrazi naslednji pomen:
  - e-kolesa so električna gorska kolesa z dodatno opremo (tačka, torbice, nosilci bidona, zvonec, opcijsko čelada), 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
  - Prevezemno 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, optional helmet) 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 namen izkaza 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 renter of the e-bike must present a valid personal identification document for inspection in order to verify the necessary identification details. The renter who will use the rented e-bike must meet the conditions specified in this document for the rental to be valid. The renter undertakes to provide truthful information 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. Izročitev e-kolesa se lahko zavrne osebi, za katero se oceni, 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 hand of an e-bike may be refused to a person who is assessed as not being able to ride a bicycle, as declared by the Road Traffic Safety Act (ZVCP-1) or for any other justified reason.

## **Cene in plačilo**

### Prices and payment

Najem e-kolesa je brezplačen.

Najemnik ob prevzemu e-kolesa vzdrževalcu plača prispevek za pa pripravo, čiščenje in distribucijo e-kolesa v znesku 29,99 EUR za posamezno kolo na posamezen najem.

Prispevek je namenjen pokrivanju stroškov tekočega vzdrževanja e-kolesa, ki jih ima najemodajalec iz naslova uporabe kolesa s strani najemnika:

- Pripravo kolesa pred oddajo v najem (prilagoditev kolesa uporabniku, osnovni pregled o tehnični brezhibnosti e-kolesa, pregled tlaka v pnevmatikah, polnjenje baterije, seznanitev uporabnika z načinom delovanja in upravljanja s kolesom
- Pranje in čiščenje kolesa, pregled stanja kolesa za morebitne poškodbe in okvare ob prevzemu iz najema.

Namen prispevka je zagotoviti, da najemnik v izposojno prejme varno, tehnično brezhibno, nastavljeno in čisto e-kolo.

Najem posameznega e- kolesa je možen za največ tri zaporedne dni naenkrat. V primeru vikend najema ali najema na praznik, je vračilo možno na prvi delovni dan do 12. ure.

Rental of an e-bike is free of charge.

Upon collection of the e-bike, the renter shall pay the service provider a fee for the preparation, cleaning, and distribution of the e-bike in the amount of EUR 29.99 per bicycle per rental.

This fee is intended to cover the costs of ongoing maintenance incurred by the provider as a result of the renter's use of the bicycle, including:

- Preparation of the bicycle prior to rental (adjustment of the bicycle to the user, basic technical inspection to ensure the e-bike is in proper working condition, checking tire pressure, battery charging, and familiarizing the user with the operation and handling of the bicycle);
- Washing and cleaning of the bicycle, and inspection of its condition for any damage or malfunctions upon return.

The purpose of this fee is to ensure that the renter receives a safe, technically sound, properly adjusted, and clean e-bike for use.

The rental of an individual e-bike is possible for a maximum of three consecutive days at a time. In the case of weekend or public holiday rentals, the return is possible on the first working day by 12:00 noon.

## **Način uporabe storitev najema**

### How to use rental services

Najem e- koles je možen po predhodni rezervaciji osebno, telefonsko ali po elektronski pošti pri vzdrževalcu e-koles.

Po potrditvi rezervacije, stranka z najemodajalcem sklene Pogodbo o najemu e- kolesa.

V primeru, da si skupina strank želi izposoditi več e- koles, lahko navedene listine zanje podpiše le en najemnik te skupine ljudi, vendar mora obenem podati vse potrebne identifikacijske podatke vseh uporabnikov e-koles.

Prevzem in vračilo e-kolesa se opravi ob dogovorjenem terminu na dogovorjeni prevzemno/oddajni točki.

Ob prevzemu e-kolesa najemnik in vzdrževalec skupaj pregledata e-kolo in izpolnita prevzemno/oddajni zapisnik, kateri služi tudi kot potrdilo o brezhibnosti e-kolesa, oz. se seznani z dopustno napako manjšega obsega, če je ta posledica redne obrabe kolesa in ne pomeni nevarnosti za upravljanje s kolesom.

Najemnik je dolžan sporočiti vsakršno morebitno napako na e-kolesu vzdrževalcu, če jo takoj po prevzemu opazi, vendar preden zapusti lokacijo prevzemne točke.

Ob vrnitvi e-kolesa najemnik in vzdrževalec pregledata vrnjeno e-kolo in zaključita prevzemno/oddajni zapisnik.

Najemnik, ki prevzame e-kolo v dobrem stanju in tehnično brezhibno, mora le - to vrniti v enakem stanju (upoštevajoč dopustno obrabo, kot je pričakovana umazanija na kolesu) na dogovorjeni prevzemni točki. Najemnik se zavezuje vrniti izposojeno e-kolo pravočasno in najkasneje do dogovorjenega časa, kot je zapisano v Pogodbi o najemu.

Rental of e-bikes is possible with prior reservation in person, by phone, or via email with the e-bike service provider.

After confirming the reservation sign an e-bike Rental Agreement with the lessor, which the renter must present to the e-bike maintenance technician when picking up and returning the e-bike.

If a group of customers wishes to rent several e-bikes, only one renter from the group may sign the aforementioned documents, but must provide the lessor with all the necessary identification data and present the personal documents of all e-bike users.  
The e-bike shall be picked up and returned at the agreed time and place.

Upon pick-up of the e-bike, the renter and the maintenance technician shall jointly inspect the e-bike and complete the handover/return report, which also serves as a certificate of the e-bike's faultlessness, or become familiar with minor permissible defects, if these are the result of normal use and do not pose a danger to the operation of the bicycle.

The renter is obliged to report any possible faults on the e-bike to the maintenance technician if they notice them immediately after taking delivery, but before leaving the pick-up point.

Upon returning the e-bike, the renter and maintenance technician inspect the returned e-bike and complete the handover/return report.

The renter, who takes over the e-bike in good condition and technically flawless, must only return it in the same condition (taking into account acceptable wear and tear, such as expected dirt on the bike) at the agreed pick-up point. The renter undertakes to return the rented e-bike on time and no later than the agreed time as specified in the Rental Agreement.

### **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.

V primeru okvare e-kolesa ali izpraznjene baterije je najemnik dolžan na lastne stroške zagotoviti prevoz e-kolesa do prevzemno-oddajne točke.

In the event of a malfunction of the e-bike or a depleted battery, the renter is obliged to arrange, at their own expense, transport of the e-bike to the pick-up and drop-off point.

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 katerihkoli 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, 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 12 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 kaznivega dejanja.

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

If the rented e-bike is not returned within 12 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 odločitev 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 22.4. 2026

These terms and conditions are valid from April 22, 2026.