

UGOVOR

o najmu vozila zaključen između ENTERCAR DOO i korisnika vozila (u daljem tekstu korisnik)

Član 1.

ENTERCAR DOO daje korisniku na korišćenje vozilo pod uslovima utvrđenim ovim Ugovorom i važećim cenovnikom.

Član 2.

Korisnik se svojim potpisom saglasio sa ovim Ugovorom, cenovnikom i obavezuje se:

- Da je iznajmljeno vozilo preuzeo shodno zakonu o osnovama bezbednosti saobraćaja na putevima;
- Da je uz vozilo primio dokumenta za vozilo, ključeve za vozilo, svu obaveznu opremu i pribor kao i dodatnu opremu i pribor naveden u ugovoru;
- Da iznajmljeno vozilo nakon završenog najma vrati u mesto i u roku utvrđenom ovim ugovorom, odnosno ranije na zahtev ENTERCAR DOO;
- Da će produženje ugovorenog vremena najma i sve ostale promene zatražiti od ENTERCAR DOO 48 sati pre ugovorenog roka vraćanja vozila;
- Da iznajmljeno vozilo neće koristiti u nedozvoljene svrhe (za vršenje krivičnog dela, carinskih, deviznih i drugih prekršaja, kao i drugih nedozvoljenih radnji) za obuku vozača, prevoz ili vuču drugih vozila ili prikolica i za učestvovanje u autosporskim priredbama, niti pod dejstvom alkohola, droga ili drugih opojnih sredstava. Ukoliko korisnik postupi suprotno ovoj tački nadoknadiće ENTERCAR DOO počinjenu štetu u punom iznosu;
- Da će iznajmljeno vozilo koristiti samo za sopstvene potrebe i vozilom upravljati on ili lice koje ispunjava sve uslove i naveden je u ugovoru. Odgovornost ovih lica je solidarna;
- Da iznajmljeno vozilo ne opteretiti osobama ili predmetima preko dozvoljene maksimalne težine niti da vozilom pređe državnu granicu bez prethodne dobijene saglasnosti i zelenog kartona od strane ENTERCAR DOO;
- Da bez saglasnosti ENTERCAR DOO ne sme vršiti nikakve promene delova, sklopova, uređaja i opreme na vozilu. Promenjene ili nedostajuće delove korisnik je dužan nadoknaditi ENTERCAR DOO u visini njihove tržišne vrednosti na dan vraćanja vozila;
- Da uređaje i sredstva za obezbeđenje vozila od krađe (alarm, kuka, brava Zeder) obavezno koristi i vozilo zaštititi;
- Da omogući kontrolu vozila i dokumentacije ENTERCAR DOO.

Član 3.

ENTERCAR DOO će nadoknaditi korisniku troškove za ulje i lake opravke vozila koje su nastale na vozilu tokom najma na osnovu prezentiranog računa, po izvršenom plaćanju, a isti mora biti naslovljen na ENTERCAR DOO, a do maksimalnog iznosa koji je propisan o isplati ugovorine i važećim zakonskim propisima.

Član 4.

Korisnik je dužan da pri zaključivanju Ugovora akontira utvrđeni novčani iznos i deponuje druge ispravne i naplative instrumente plaćanja prema važećem cenovniku.

Član 5.

Korisnik prihvata da isplati ENTERCAR DOO:

- Najam vozila i ostale usluge prema važećem cenovniku o promeni cene najma za vozila ENTERCAR DOO, nije dužan da obavesti korisnika. Za iznos uplaćene akontacije garantuje se cena najma do visine akontacije;
- Troškove goriva, opravke auto guma i naknada (putarine, mostarine, trajekta, kazni, parking kazni, taksa i sudskih sporova) padaju na teret korisnika, ukoliko ih je ENTERCAR DOO prethodno platio, refundiraće ih od korisnika;
- Povratnu kilometražu kad korisnik vraća iznajmljeno vozilo van ugovorenog mesta vraćanja.

Član 6.

Korisniku se na korišćenje daje tehnički ispravno vozilo, a za sve eventualne tehničke neispravnosti koje nastaju tokom najma korisnik snosi punu odgovornost. Ako prilikom korišćenja vozila dođe do oštećenja motora, pogonskog mehanizma, menjača, kvačila, kartera ili drugog karakterističnog dela (usled nedostatka ulja za motor, diferencijal, menjač, sredstva za hlađenje, pregrejanost motora i sl.), ugovorene strane će zajednički u ovlašćenom, izvršiti defektažu kvara i utvrditi visinu materijalne štete. Ukoliko je do kvara došlo usled nepažnje korisnika, korisnik je dužan da nadoknadi ENTERCAR DOO pričinjenu materijalnu štetu na vozilu u punom iznosu i izgublenu dobit zbog nekorišćenja vozila u visini minimalne zarade ENTERCAR DOO, a prema važećem cenovniku, a najviše 30 dana. U slučaju totalne havarije korisnik je dužan da ENTERCAR DOO nadoknadi izgublenu dobit od dana havarije do dana prodaje vozila.

Član 7.

U slučaju saobraćajnog udesa, havarije, krađe vozila ili delova ili pogonske neispravnosti vozila, korisnik je dužan da ne napušta vozilo dok nije obezbeđeno za preuzimanje od strane ENTERCAR DOO, da sačeka organe MUP-a i obezbedi njihov zapisnik, sem u slučaju pogonske neispravnosti vozila i podnese pismenu izjavu poslovnici ENTERCAR DOO. Ukoliko korisnik propusti neku od navedenih radnji i time pričinu štetu ENTERCAR DOO, dužan je da pričinjenu štetu nadoknadi u punom iznosu.

Član 8.

U slučaju štete na vozilu korisnik plaća puni iznos opravke oštećenog vozila i druge gubitke koje ENTERCAR DOO ima zbog oštećenja vozila uključujući i izgublenu dobit u visini dnevnog najma zbog nekorišćenja vozila za vreme trajanja popravke prema važećem cenovniku, a najviše do 30 dana. U slučaju krađe vozila ili drugih okolnosti radi kojih korisnik nije u mogućnosti po završetku najma vozilo vratiti ENTERCAR DOO, korisnik će nadoknaditi tržišnu vrednost vozila po ceni iznajmljivača na dan isplate kao i druge gubitke koje ENTERCAR DOO ima zbog nedostatka vozila uključujući izgublenu dobit u visini dnevnog najma zbog nekorišćenja vozila prema važećem cenovniku, a najviše do 30 dana. U slučaju štete prema trećim licima, korisnik će snositi sve troškove koje bi ENTERCAR DOO mogao imati po toj osnovi. Rizik i visinu obaveze naknade štete korisnik može umanjiti prihvatanjem odgovarajućih osiguranja i to:

- OSIGURANJE BEZ UČEĆA U ŠTETI (CDW) – Prihvatanjem ovog osiguranja korisnik vozila otkupljuje svoju odgovornost za štetu,
- OSIGURANJE OD KRAĐE (TP) - Prihvatanjem ovog osiguranja korisnik vozila otkupljuje svoju odgovornost za krađu vozila,
- OSIGURANJE LICA (PAI) - Prihvatanjem ovog osiguranja putnici su osigurani za slučaj smrti ili invaliditeta do iznosa propisanih pravilima osiguravajućeg zavoda i važećih zakonskih propisa.

Osiguranjem nisu pokriveni rizici uništenja ili oštećenja auto guma i donjeg podstroja vozila. TP i CDW osiguranja ne pokrivaju štete nastale u rizičnim područjima ili u ratnim zonama. Prihvatanjem TP i CDW osiguranja ne umanjuje se odgovornost korisnika za štetu, ukoliko ovaj nije postovao članom 7. predviđenu proceduru kod štetnog događaja. Osiguranjem nisu predviđene štete počinjene namerno pod uticajem alkohola ili droge bez propisane vozačke dozvole ili u slučaju da je dozvolna vozaču oduzeta u slučaju da se u vozilu nalazi veći broj lica od broja registrovanih sedišta, kao i drugim okolnostima predviđenim pravilima odgovarajućeg društva ili zakonskim propisima.

Član 9.

ENTERCAR DOO ne odgovara za štetu nastalu gubitkom ili oštećenjem prtljaga ili robe koja se nalazi u ili na vozilu, kao i za štetu nastalu zbog zakašnjenja kod isporuke vozila ili kvara na vozilu za vreme korišćenje vozila.

Član 10.

U slučaju spora po ovom Ugovoru, stranke priznaju nadležnost suda u Beogradu.

Član 11.

Ovaj Ugovor je sačinjen u dva istovetna primerka, jedan za ENTERCAR DOO i jedan za korisnika.

CONTRACT

on hire rented car concluded between ENTERCAR DOO and the user (at the next text user).

Art 1.

ENTERCAR DOO gives and the user takes for use vehicle, under the terms here in stipulated, by valid price list and conditions for rental.

Art 2.

By signing the Contract the user undertakes and confirms:

- That the rental vehicle is taken and shall be used in accordance with the Law on safety of road traffic;
- The user confirms that he has taken documents for the vehicle, vehicle keys, all necessary equipment as well as equipment in the Contract;
- That the rented car shall be returned after expiration of the stipulated term at the place and time as set forth in this Contract or required by ENTERCAR DOO;
- The user who wishes to extend, or for all other changes, must contact ENTERCAR DOO 48 hours before stipulated term of returning the car;
- That the car shall not be used for any deeds violating the Law criminal at offence of customs, foreign exchange and other regulations (training, transport or to wing others vehicles, trailers of taking part in motor race, under the influence of alcohol, and drugs. In opposite, the user shall pay whole amount to ENTERCAR DOO for caused damage;
- That the car shall be used only by the user, that it shall be driven only by the client or the person that satisfies all terms stipulated by the contract. Responsibility is divided;
- In the car shall not to be more persons then registered seats, or more things then in valid maximal weight. The user shall not cross the border before he got green card by ENTERCAR DOO;
- Without obtaining approval by ENTERCAR DOO the user shall not change a part, of accessory equipment on the vehicle. The user shall indemnify ENTERCAR DOO for all parts of equipment or accessories which failed to return, on the current setting price on the date of returning the vehicle;
- The user shall use equipment and devices, to protect the car from stealing (alarm, mechanical lock, Zeder) to make possible to execute a control by the authorized official from ENTERCAR DOO.

Art 3.

ENTERCAR DOO shall indemnify the user for the costs of oil and small repairs occurred, during the period of hire against presentation of bill, which shall be addressed to ENTERCAR DOO in maximal amount regulated by federal law and law on treasury.

Art 4.

The user at the moment of concluding the Contract shall deposit a certain sum of money or other instruments of payment according to applicable Tariff.

Art 5.

The user accepts to pay ENTERCAR DOO:

- The amount for rental regulated by applicable Tariff. ENTERCAR DOO is not liable to inform the user about changing a price. Deposit guaranteed the price of rental up to the value of deposit;
- The costs of fuel used during the rent, the repairs and changes (toll, ferries, road toll, fines infraction of traffic regulations, parking tickets and short changes) if ENTERCAR DOO paid for it, in other case must be paid by the user;
- Return millage rates, when the car is returned out of place stipulated by the contract.

Art 6.

The vehicle given to user is fully technically correct and the user is obligated to pay all technical damages made during this contract time. If during the period of using the car, driving mechanism (owing to lack of motor oil, for change gear differential gear, cooling agents) crankcase, clutch and others parts are damaged, the parties hereto will found together at the defect authorized repair work shop, if due to the users, break is caused, the user shall indemnify ENTERCAR DOO for the entire repair of the car, the lost profit because the car was not used due to repair up to the minimal earning ENTERCAR DOO according to the applicable Tariff. In case of total damage the user is obligated to make up for lost profit to ENTERCAR DOO from the day of damage till the day of sale of vehicle.

Art 7.

In the case of road accident, damage, theft, production defective of car, or similar circumstances the renter duty is to provide car before taking over from ENTERCAR DOO to contact police and to obtain police report (only not in case of engine breakdown) and to obtain their report and to give statement in the nearest ENTERCAR DOO office. If the user has not made any of above operations and by the made damage to ENTERCAR DOO, his duty is to indemnify ENTERCAR DOO caused damage.

Art 8.

In the case of damage to vehicle, the user shall pay full amount of repair of the damaged vehicle and other losses suffered by the lesson due damage of the vehicle including lost earnings in amount of daily rent due to not renting the vehicle while being repaired at existing price list but not more than 30 days. In the case of the vehicle being stolen or other circumstances preventing the user from returning the vehicle at the end of the rental period to the lessor, the user shall on request of the lessor pay the price which is full price of a new vehicle according to offer of supplier, as well as other lessor's losses suffered due to absence of vehicle including daily amount of rent at the existing price, but maximum for 30 days. In the case of damage to third persons the user shall bear all costs, which the lessor could have on the basis. Risk and amount of liability for damages the user may reduce by acceptance of the following payments as follows:

- COMPREHENSIVE INSURANCE (CDW) - By accepting a daily extra payment for comprehensive insurance the user buys off liability for this type of damage,
- INSURANCE AGAINST THEFT (TP) - By accepting daily extra payment for insurance against theft, the user buys off liability for this type of damage,
- PASSENGER INSURANCE (PM) - By paying daily extra payment for insurance of passengers, passenger are insured in case of death or disability up to the amount prescribed by the insurance regulations and the existing rules. Insurance does not cover risk of destroying or damage of tires, hubs or hub-caps or lower basis of engine. TP and CDW insurance do not cover damage occurred in risk areas or war zones. Acceptance of TP or CDW does not lessen the user's liability for damage in case the said has not respected the accident procedure determined by the article 7. Insurance does not cover damage done on purpose, white affected by alcohol or drugs, without driving license or in case license was taken away, in case there are more persons in the vehicle than allowed, as well as other circumstances prescribed by the insurance regulations or laws.

Art 9.

ENTERCAR DOO is not Liable for the damage made for the loss or damage the luggage or goods that has been in the car, not for the damage made for the delay when the car is delivered to the user or for break down made by the user during the hire, cost caused by losing or damaging keys, vehicle license, alarm, car radio etc. will be paid by hirer.

Art 10.

Parties agree, in case of conflict an authority of Court in Belgrade, Serbia.

Art 12.

Contract is made up in two identical copies, one for ENTERCAR DOO and one for users.