GENERAL TERMS AND CONDITIONS FOR MTB BICYCLE RENTAL

PUBLIC INSTITUTION BIOKOVO NATURE PARK

1. Subject of the General Terms and Conditions

1.1. These General Terms and Conditions govern the relations between the Public Institution "Biokovo Nature Park", Franjevački put 2/a, 21300 Makarska, OIB: 63685777958 (hereinafter referred to as: PP Biokovo), the provider of MTB bicycle rental services (GIANT TALON 29 3), and persons who rent bicycles owned by PP Biokovo, personally or for third parties (hereinafter collectively and individually: the Lessee).

All relevant positive regulations of the Republic of Croatia shall apply to all relations not specifically regulated by these General Terms and Conditions.

1.2. By signing the Rental Agreement, the Lessee accepts the General Terms and Conditions of Use of PP Biokovo services.

PP Biokovo will deliver the General Terms and Conditions to the Lessee upon signing the Agreement.

2. Services provided by PP Biokovo

- 2.1. PP Biokovo provides a rental service for MTB bicycles (GIANT TALON 29 3, wheels 29") of normal use for recreational riding.
- 2.2. PP Biokovo undertakes to maintain MTB bicycles in a condition suitable for normal use.

3. Rental fee

3.1. The rental fee for MTB bicycle rental is paid in accordance with the valid price list.

The rental fee is paid in advance, when concluding the Rental Agreement. If the Lessee exceeds the period for which he rented the MTB bicycle, he undertakes to pay an additional rental fee, which will be calculated at the same price as stated above.

4. Rights and obligations of the Lessee

- 4.1. The Lessee is obliged to pay the rental fee.
- 4.2. The Lessee may not sublease the rented MTB bicycle or otherwise transfer it to another person for use.
- 4.3. The Lessee is obliged to return the rented MTB bicycle without delay after the termination of the rental.
- 4.4. The Lessee is obliged to inform PP Biokovo without delay about any defect in the MTB bicycle that may appear during the rental.
- 4.5. The Lessee may not assemble, disassemble, or perform any repairs, modifications or additions to the rented MTB bicycle himself.
- 4.6. The Lessee is obliged to use the MTB bicycle in accordance with the contract and the purpose of the item as a good host, and in accordance with the instructions for use that he receives when concluding the Rental Agreement.

The lessee is liable for damage that may arise due to non-contractual use and use for which the item was not intended, regardless of whether the item was used by him or a person on his behalf, a subtenant or any other person to whom he has transferred the item for use.

5. Rights and obligations of PP Biokovo, Limitation of liability

- 5.1. PP Biokovo will not conclude a Rental Agreement if the Lessee does not pay the rent due.
- 5.2. PP Biokovo is not liable for damage incurred by the Lessee in the event of unauthorized and unprofessional use, as well as use contrary to its purpose and use contrary to the instructions for use.

6. Personal data, notification of changes in personal data

- 6.1. When concluding the Agreement, the Lessee will provide the authorized person of PP Biokovo with their identification documents, as well as a valid address and telephone and/or mobile phone number.
- 6.2. By completing this Agreement, the Lessee agrees that their personal data will be stored in the archives of the Public Institution "Biokovo Nature Park". The data will be processed confidentially and will be handled in accordance with the Act on the Implementation of the General Regulation on the Protection of Personal Data ("Official Gazette" No. 42/2018) and will be used only for the purpose of statistical processing of visitors. The Lessee may withdraw their data at any time by sending a request to the address: info@pp-biokovo.hr.

7. Other provisions

7.1. In the event of a dispute between PP Biokovo and the Lessee, an attempt will be made to resolve it amicably; if this is not possible, the jurisdiction of the competent court in Split shall be agreed.