TERMS AND CONDITIONS

Article 1
(1) These Terms and Conditions regulate mutual relations between A-ANTICUS d.o.o., Zagreb (hereinafter referred to as the Lessor), as licensee of “SIXT rent-a-car” and the User whose particulars are stated on the first page of these Terms and Conditions (hereinafter referred to as the User).
(2) The Lessor gives and the User takes a vehicle stated on the first page of these Terms and Conditions (hereinafter referred to as the vehicle) for use under conditions and for a period of time stated in these Terms and Conditions.

Article 2
(1) By signing these Terms and Conditions, the User confirms he has taken the vehicle in a proper and undamaged condition, with a tank full of fuel, unless expressly provided in writing otherwise.
(2) The User confirms that he has taken the documents for the vehicle, keys, all obligatory equipment and accessories as well as extra equipment and accessories mentioned herein.

Article 3
(1) The User undertakes to return the vehicle on the place and within time set by these Terms and Conditions at the latest.
(2) At Lessor’s request, the User undertakes to return the vehicle even before the agreed period.
(3) The User undertakes to return the vehicle in proper condition and undamaged, with all documentation, keys, tyres, tools, obligatory, standard and extra equipment as received.
(4) Unless paid in advance or by deposit, the payment under these Terms and Conditions shall be made by the User within 8 days of the request for settlement i.e. issue of the bill.

Article 4
(1) The User undertakes to seek extension of car rental, as well as other changes, from the Lessor on time.
(2) In case the User prolongs the agreed time of the rental without Lessor’s consent, the Lessor has the right to regard the vehicle stolen and to notify the police. In that event the User shall bear all costs incurred.
(3) In case the time of the return of the vehicle is exceeded, the User continues to be bound by liabilities and responsibilities arising from these Terms and Conditions, which are stipulated for the duration of the rental.

Article 5
(1) The User guarantees and undertakes:
- that the rented vehicle has been picked up and will be used in accordance with the Law on Safety on the Road and other valid regulations;
- to immediately stop driving if the tachometer breaks down and promptly inform the Lessor thereof.
- to use the vehicle on his own account only
- that the vehicle will be driven by the User only or by the person stated in the Terms and Conditions as a driver or stated in Terms and Conditions as an authorized person of the User – legal person, all provided the said person has required driving licences; not to drive outside the Republic of Croatia to countries it is not allowed to enter;
- not to use the vehicle for illegal purposes, e.g. for criminal acts, violation of customs and foreign exchange regulations or other violations or illegal acts;
- not to overload the vehicle with loads and people;
- not to drive under the influence of alcohol or drugs;
• to take care of the technical condition of the vehicle and to provide obligatory period service of the vehicle;
• to check regularly and replenish if required: oil, cooling liquid, other fluid and tyre pressure (once every 1,000 km at the minimum);
• to lock the vehicle and take keys and documentation when not in use and put alarm on if there is one.
(2) The vehicle should not be used for:
• paid transport of goods, freight and passengers
• towing or transport of other vehicles or trailers;
• transport of materials, items or goods which might damage or pollute the vehicle, e.g. animals, inflammable materials, overtly dirty or smelly things;
• races, motor-sport or other similar competitions
• drivers’ training

Article 6
(1) Costs of fuel used during the rental shall be covered by the User.
(2) Costs
• in relation to transport of vehicle;
• of garage, parking, pay toll and similar;
• of all penalties due to violation of road safety and other regulations;
• of court, violation and other proceedings;
• of interest on arrears for stated liabilities;
• incurred or caused during vehicle rental, regardless of the time of their occurrence or due time, shall be covered by the User, irrespective of whether they relate to the Lessor as the owner of the vehicle, User or driver of the vehicle, except when the said costs were caused by explicit fault by the Lessor.

Article 7
(1) The Lessor shall reimburse the User for the costs of oil, lubricant, regular periodic service and other necessary small repairs, which occurred during the rental period.
(2) Costs pursuant to para 1 of this article shall be reimbursed only provided the User paid for them in cash to the person authorized to render such services.
(3) In the event of para 1 and 2 of this article, the User is obliged to give the Lessor a valid bill receipt issued by the legal person that has rendered such services, and the receipt with „A-Anticus“ d.o.o., Zagreb OIB 07545451198 written on is a prerequisite for reimbursement entitlement.
(4) In case it is proved that the User made unnecessary replacement or service of any part, or device of the vehicle, the Lessor has the right to refuse reimbursement of such costs.
(5) Car wash costs shall not be reimbursed.

Article 8
(1) In case of damage to the vehicle, equipment or tools, regardless of their nature, the User shall pay the Lessor their full value at market price of such parts, valid on the date of agreed date of return of the vehicle.
(2) Notwithstanding para 1 of this article, the User shall reimburse the costs of missing documentation, vehicle keys or registration plates according to the existing price list.
The User/driver of the vehicle is responsible for damage sustained by the motor or driving assembly of the vehicle (e.g. due to shortage of fuel, cooling agent or any other fluid in the motor), as well as in cases of damaged carter, clutch (so-called burnt clutch), damaged chassis, lost or damaged documents and keys of the vehicle, lost/destroyed registration plates, damaged or destroyed tyres/wheel rims, lost/damaged wheel covers, damaged vehicle interior, burnt seats, improper fuel refills or other failures caused by the negligence of the User or driver of the vehicle (e.g. careless ride or ride off asphalted roads. In all cases listed above the User of the vehicle shall reimburse the Lessor for the whole costs of vehicle repair and, in addition, for the amount equivalent to one day vehicle rental loss according to the existing price list of the Lessor for the duration of the repair, but not for more than 30 days, and for all other damage sustained such as e.g. costs of vehicle towing or decreased vehicle value. The User or somebody else to whom the User gave the vehicle for use shall assume responsibility for the use of the vehicle and for the use of diesel or lead free fuel according to manufacturer's instructions. Any damage caused by non-compliance with such instructions is not covered by the insurance and shall be paid for by the User of the vehicle.

Article 9
(1) In case of road accident, damage, theft, engine breakdown or similar inconveniences, the User is obliged to:
1. retain the vehicle until it is picked up by the Lessor;
2. record names and addresses of witnesses and participants;
3. call the police and request a record except in the case of motor breakdown;
4. immediately report the case to the nearest Lessor's office.

(2) In case the User does not provide police report pursuant to para 1 point 3 of this article or does not give statement pursuant to para 1 point 4 of this comprehensive insurance (CDW), insurance against theft (TP), insurance against tyre and glass (TG), top cover insurance (TC) and super top cover insurance (STC), regardless of his fault in this case.

(3) The User understands that in the case of negligent behaviour with the car, documents or keys as well as in other instances specified by insurance regulations or law, he may be charged with regressive claim by the insurer of the vehicle.

Article 10
(1) In case of damage to the vehicle, the User shall, at Lessor's request, pay for the full amount of repair of the damaged vehicle and other losses suffered by the Lessor due to damage to the vehicle, including lost earnings in the amount of daily rental due to non-rental of the vehicle while under repair, according to the existing price list, but not for more than 30 days.

(2) In 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 Lessor's request, pay 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 rental in the existing period, but maximum 30 days.

(3) which the Lessor could bear on that account.

(4) The risk and User's liability may be reduced by acceptance of appropriate surcharges as follows:
1. Daily comprehensive insurance CDW – by accepting a daily extra payment for comprehensive insurance, the User may have reduced liability for damage by 800-2,100 EUR (NWE) depending on the vehicle (franchise). If the damage is less than franchise, the User will pay for the damage in full.
2. Insurance against theft (TP) – by accepting a daily extra payment for insurance against theft, the User may limit his liability for this type of damage by the amount of franchise (NWE).
3. Top Cover CDW&TP – by accepting a daily extra payment TC, the User may reduce his liability to zero except for damage referred to in article 8.
4. Tyre and glass insurance (TG) – by acceptance of a daily extra payment for tyre and glass, the User may reduce his liability for damage to tyre and glass.
5. Super Top Cover CDW – by acceptance of this insurance, the User may have zero liability for any kind of damage except for damage reimbursement made by insurance companies based on legal provisions.
6. Passenger insurance (PAI) by payment of daily extra premium for the insurance of passengers, drivers and passengers are insured against death or disability up to the amount prescribed by insurance regulations and applicable rules.

(5) CDW and TP insurance does not cover damage sustained in risky areas or war zones. Acceptance of TP, CDW, TC or STC does not diminish the responsibility of the User for damage if it failed to comply with article 9 outline procedures for adverse events. Insurance does not cover damage provoked wilfully, under the influence of alcohol or drugs, without prescribed driving licence or, in case it has been taken away, in case there are more passengers in the vehicle than the number of registered seats allows, damage provoked by war operations or riots, as well under other circumstances foreseen by insurance or statutory regulations.

(6) Insurance does not cover risks of destruction of damage to tyres, rims or wheel covers, or destruction of, or damage to the vehicle chassis.

Article 11
(1) The Lessor is not liable for damage that the User could sustain due to delay of delivery of the vehicle and any vehicle breakdown during the rental.
(2) The Lessor is not liable for damage to persons or goods on board the vehicle.

Article 12
(1) The User may not transfer rights or obligations from these terms and conditions to third persons, and may not steal the vehicle, parts or equipment of the vehicle or do any remodelling of the vehicle.
(2) In case contact between the User and the Lessor is required under these Terms and Conditions and the User is out of the Republic of Croatia, the User may, besides the Lessor, contact the nearest authorized SIXT rent-a-car branch office.

Article 13
(1) These Terms and Conditions have been drawn up in 2 identical copies of which one is for the User and one for the Lessor.
(2) By signing the first page of these Terms and Conditions, the User accepts them, with all their provisions, and by extra payment for insurance pursuant to article 10 para 4 accepts conditions of the insurer for such insurance, of which he was informed.
(3) Amendments to these Terms and Conditions may be made only in writing. Oral agreements shall not be valid.
(4) The existing price list of the Lessor forms an integral part of these Terms and Conditions.

Article 14
(1) In case of a dispute arising from these Terms and Conditions, the parties agree that the competent court of jurisdiction will be the court in Zagreb under the application of the Croatian law.