

General Car Rental Terms and Conditions

SVBP Primeri Rent a car (further Lessor) rents motor vehicle to the Lessee stated on the front page of the Rental Agreement (further Lessee) under the following terms and conditions:

1. The Lessee signs the Rental Agreement and agrees with the Terms of the Rental Agreement by:
 - accepting the rental rate and the price and other rental terms stated in the current Price List to be the part of the Agreement.
 - confirming that he is 21/25 years old, possessing valid driving license at least 2 years
 - confirming to receive the rented vehicle in good condition and with all vehicle accessories and documents
 - accepting to return the rented vehicle on the agreed time and place or earlier at Lessee's exclusive request
 - accepting to request change in agreed time and place from the Lessor at least 48 hours before the agreed time of return
 - confirming to immediately stop driving in case the odometer does not function properly and to advise the Lessor of such malfunction
 - agreeing to pay 500 km for each rental day in case the malfunction of the odometer is discovered at the check-in
 - agreeing to maintain the rented vehicle protected and serviced during the rental
 - agreeing not to use the rented vehicle under the influence of drugs, alcohol, in illegal purposes, in driving schools, carrying passengers or goods with a charge, for transport or towing of other vehicles and driving in motor races
 - agreeing to use the rented vehicle solely for his private or business purposes and not to rent it or hire to the third party
 - agreeing to drive the rented vehicle by himself or the persons authorized by him, and accepting that such authorized persons will be 25 years old with a valid driver's licence and will be stated as second driver in the Rental Agreement
 - agreeing not to load the rented vehicle with persons or goods over the manufacturer's approved limit
 - agreeing not to use the rented vehicle abroad without the prior Lessor's consent
 - accepting not to make any changes in rented vehicle's parts, accessories or equipment without the prior Lessor's consent
 - accepting to bear all gasoline and petrol costs consumed by the rented vehicle
2. In case the Lessee does not act according to the terms set in par. 1 of this General Terms and Conditions, he explicitly authorizes the Lessor to compensate all and every damage that may arise from such acting, and further authorizing the Lessor to determine the level of such compensation,
3. The Lessor will compensate the Lessee costs of filled motor oil and regular servicing of the rented vehicle (excluding the cost of vehicle washing during the rental time), with a regular receipt of such expenditure.
4. The Lessee shall leave a deposit at the time of rental. The deposit amount depends on the rented vehicle car group and the length of rental. The Lessee explicitly agrees with the minimum deposit amount of 500, 00 Euro. The Lessee explicitly agrees to pay full rental charges at the check-in (end of rental)
5. The Lessee accepts to pay all traffic fees caused by improper usage of the rented vehicle including parking tickets for improper parking.
6. Basic rental rate includes Third Party Public Liability Accident Insurance up to the limit set by the country Law.
7. Basic rental rate does not include the following Lessee's liability:
 - Damages on the rented vehicle caused by the collision in the traffic accident - in case of such damages the Lessee shall pay full damage value on the rented vehicle
 - Other collision damages on the rented vehicle (damages on the parking etc.) – in case of the damages made on the parking or in traffic the Lessee shall pay full damage value on the rented vehicle
 - Rented vehicle's loss or theft - in case of rented vehicle's loss or theft the Lessee shall pay full value of the rented vehicle
 - Driver's and passenger's accidental injury, partial or total disability or death in the rented vehicle
8. The Lessee accepts liability for all costs caused by the Lessor's inability to use the rented vehicle during the vehicle's repair in the repair-shop, if the damages were caused by the Lessee's fault. The Lessor will charge the Lessee the compensation for the inability to use the vehicle in the amount of the daily rental price of such vehicle, according to the current Price List.
9. Collision Damage Waiver (**CDW**) - Coverage for accidental and other collision damages on the rented vehicle
 - The Lessee can cover the liability for accidental / other collision damages on rented vehicle by contracting and purchasing the **CDW**
 - The Lessee can cover the liability for all damages caused by inability to use the rented vehicle by contracting and purchasing the **CDW**.
 - The Lessee is liable for reporting all accidental / other collision damages on the rented vehicle to the relevant Police authorities at the place of the accident, providing the official Police report and filling the Accident Report in the Lessor's Rental station.
 - In case the rented vehicle's accidental damage is not properly reported to the Police authorities, the Lessee is liable to pay full value of the damage, regardless of the purchasing the **CDW**.
 - The Lessee is liable to provide written report on the Accident Report, regardless of the purchasing the **CDW**
10. Theft / Loss Protection Insurance (**THW**) -Coverage for total loss / theft of the vehicle
 - The Lessee can cover the liability in case of the loss or theft of the rented vehicle during the rental period by contracting and purchasing the **THW**
 - The Lessee is liable for immediate reporting of loss or theft of the rented vehicle to the relevant Police authorities at the place of the theft, providing the official Police report and filling the Accident Report in the Lessor's Rental station.
 - In case the rented vehicle's loss or theft is not properly reported to the Police authorities, the Lessee is liable to pay the full market value of the rented vehicle, regardless of the purchasing the Theft Protection Insurance.
 - The Lessee is liable to provide written report on the Accident Report, regardless of the purchasing the Theft Protection Insurance.
 - The Lessee accepts that the estimation of the rented vehicle's market value will be done according to the rules of the AMSS (Automobile Association of Serbia)
11. Regardless of the fact that Lessee bought coverage for damages and loss on the rented vehicle, he is responsible for all:
 - Damages and losses on the vehicle that he or the second driver caused by driving under the influence of alcohol or drugs
 - Damages and losses caused by deliberate action or negligence
 - Damages and losses caused by driving without a valid driving licence
 - Loss or theft of rented vehicle in case the vehicle was not locked or secured with the proper vehicle alarm / immobilizer.
12. The Lessee explicitly accepts to protect all interests of the Lessor and his Insurance Company in case of traffic accident in such a way:
 - To take all accident witnesses' names and addresses
 - Not to leave the accident place before securing the rented vehicle from the accident place
 - To call and wait for the Police authorities in case of a serious accidental damage or in case of wounded passengers, even if it is obvious that other side was liable for the accident
 - To submit a written Accident Report to the closest Lessor's Rental Station
13. The Lessee is liable for all consequences and damages that the Lessor may have and that arise from his negligence to obey to the rules set in art. 11 and 12.
14. Personal Accident Insurance (**PAI**)
 - The Lessee may cover the driver's and all passengers' disability or death in the rented vehicle caused by the consequences of the traffic accident, by contracting and purchasing Personal Accident Insurance (**PAI**)
 - PAI is not applied if the rented vehicle's driver is under the influence of the alcohol or drugs or accident is caused by heavy negligent drive
15. The Lessor is not liable to compensate the Lessee for losses or damages on personal items or goods in the rented vehicle
16. The Lessor is not liable to compensate the Lessee for losses caused by:
 - Any rented vehicle malfunction during the rental period
 - Late rented vehicle's delivery on check-in
17. Any changes or addendums to this Rental Agreement are liable if signed by both parties.
18. If Lessee covers rental costs by his private or company charge/credit card, by signing the Rental Agreement he explicitly agrees that the Lessor can charge the full rental amount to the credit club/issuing bank.
19. The Lessee explicitly agrees to accept the Lessor's exchange rate in case he is paying in foreign currency.
20. In case of any dispute both the Lessee and the Lessor agree to accept Commercial Court in Belgrade as ruling court.