

## **Consumer Protection Policy**

### **1. Business Provider**

You are being informed that this website is run by

#### **Flexi-Car Rent Korlátolt Felelősségű Társaság**

Short name: Flexi-Car Rent Kft.

Registration number: 01-09-350382 Company Registry Court of Budapest-Capital Regional Court (Fővárosi Törvényszék Cégbírósága)

Tax number: 27117879-2-41

Headquarters: 37 Váci Road Budapest 1044 , Hungary

Place of business: 37 Váci Road Budapest 1044 , Hungary

Telephone: +36705333175

E-mail address: info@flexicar.hu

(Business Provider hereafter)

Present website and webpages as well as its subpages are accessible through this Internet address: <https://www.flexicarrent.hu>

### **2. Defective performance**

Business Provider performs defectively if products do not match quality standards of the time of contracting or as it is stated in law.

Business Provider does not perform incorrectly if You knew about the fault at the time of contracting or must have known about the fault at the time of contracting.

It must be presumed that faults discovered within six month of purchase were present at the time of performance, except if this assumption contradicts the nature of matters or the nature of fault. This practically means that in case the fault(s) is discovered within six month of purchase, the burden of proof lies with Business Provider.

### **3. Liability for defects**

You may initiate a demand of liability for defects against Business Provider if latter performs inappropriately based on the regulations of Civil Code.

You - based on your own choice - can choose between the following liability for defects:

You can ask for repair or replacement, except if any of these are impossible to perform or would mean a disproportionately high cost for Business Provider compared to other

demands. If you have not or could not ask for repair or replacement, then proportional lowering of counter-service can be asked for or you can repair or have the product repaired on the expense of Provider, or you may terminate the contract as a last resort.

You can change from the right to liability for defects to another, however, You must pay the cost of this, except if it was necessary, or Business Provider has given a reason to it.

You must communicate faults immediately after noticing them, or within no more than two months. At the same time, Service Provider draws User's attention to the fact that you can not realize your right to liability for defects after two years of fulfilling of the contract. In case of second-hand products, this deadline is one year.

You can realize your demands related to liability for defects by communicating the fault, if you prove that product or service has been provided by Business Provider. However, you are obliged to prove that fault was already existent at the time of delivery if six months has already passed after accomplishment.

#### **4. A right of withdrawal**

In view of the fact that in case of a contract relating to a vehicle rental service in which a period of completion or a deadline is laid down, Consumer has no right of a withdrawal so the Consumer cannot exercise a right of withdrawal.

#### **5. Possibilities of making a complaint, conciliator forums**

You are being informed about the possibilities of making complaints and turning to a conciliator body by referring to related regulations of general terms and conditions.

5.1. You can complain to Business Provider in a letter, on the phone and in an e-mail about problems with Business Provider's services, members, employees or about its attitude, activity or default related to distribution and sale of product to You and quality of product using the following channels:

Flexi-Car Rent Kft.

Postal address: 37. Váci Road Budapest 1044, Hungary

E-mail: [info@flexicar.hu](mailto:info@flexicar.hu)

Business Provider examines oral complaints immediately, if necessary, acts at once. Should this not be possible, or in case Consumer does not agree, and also written complaints are replied to within thirty days in a written form.

5.2. Turning to a conciliator body

Consumer may ask for the proceedings of a conciliator body without any charge regarding to the quality, safety of products, applying product responsibility rules, quality of service, furthermore, contracting between parties and accomplishment of contract.

If Consumer has a place of residence or commorancy in Hungary, chamber of commerce and conciliator bodies operating in that county (or in the capital) are entitled to act. Contact information of these conciliator bodies can be found here: <https://www.bekeltetes.hu/index.php?id=testuletek>.

Consumer might ask for a different conciliator body than the ones indicated above in response to these requests.

Conciliator body entitled to act based on Business Provider's headquarter: Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry)

Contacts of Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry) can be found on <https://bekeltet.bkik.hu/> and also can be read here:

**Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület  
(Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry)**

Address: Magyarország, 1016 Budapest, Krisztina krt. 99. I. em. 111. (99 Krisztina Bld., 1st floor 111, Budapest 1016 Hungary)

Postal address: P.O. Box 10 Budapest 1253 Hungary (Magyarország, 1253 Budapest, Pf. 10.)

Telephone: +36 1 488 2131

E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Website: <https://bekeltet.bkik.hu/>

If consumer does not have a place of residence or residency in Hungary:

In international legal disputes between consumers and merchandisers related to online sale and purchase or service contracts, Budapesti Kereskedelmi és Iparkamara által működtetett Budapesti Békéltető Testület (Budapest Conciliator Body operated by Budapest Chamber of Commerce and Industry).

Business Provider has the obligation to co-operate during the proceedings of a conciliator body.

Conciliator boards operate independently beside county (or metropolitan) chambers of commerce. They are competent to deal with consumers' legal disputes as described above out of court: they try to reach agreements, and if this is unsuccessful, make a decision in order to provide enforcement of consumer rights in an easy, effective and cost-saving way.

Conciliator boards give advice to consumers and businesses about rights and obligations of consumers.

### 5.3. Legal enforcement in court

Contracting parties shall mutually co-operate to reach an amicable agreement, through negotiation within the possible shortest period of time with the possible least cost in the eventuality of certain disputes. If this does not reach a satisfactory solution, Consumers may bring their complaint to their district court of residence or to Pest Central District Court (Pesti Központi Kerületi Bíróság) as of Provider's residence.

5.4. If Consumer lives in the European Union, You can draw on the online device of the European Commission to sort out disputes regarding products and services bought on the internet.

### **Online devices of the European Commission to sort out disputes**

Website: <https://webgate.ec.europa.eu/odr>

The EU has created this internet-based platform for consumers who want to make complaints about products or services bought online, and would like to ask a neutral third party (a conciliator body) to handle their complaints.

You can find further details about the online dispute management platform, its use and the way disputes are handled on a website accessible through the link above.

5.5. You can ask for the proceedings of a district bureau in the county town in their area of residence, as consumer protection authority, concerning complaints about quality of product, as well as complaints about attitude, activities or faults of Business Provider (its members, employees), quality of service and application of regulations about responsibility. The website <https://www.kormanyhivatal.hu/hu/elerhetosegek> gives information about channels to the competent government agency for each district.

You may also communicate your complaint to the authority for consumer protection in the district of Business Provider's headquarters:

### **Budapest Főváros Kormányhivatala Fogyasztóvédelmi Főosztály Fogyasztóvédelmi Osztály**

(Bureau of Budapest Capital, Major Department of Vehicular and Consumer Protection,  
Department of Consumer Protection)

Address: 19 Sas Street, 3rd Floor, Budapest 1051 Hungary (1051 Budapest, Sas u.19. III. em.)

Postal address: 19 Sas Street, 3rd Floor, Budapest 1051 Hungary (1051 Budapest, Sas u.19. III. em.)

Telephone: +36 1 450 2598

E-mail: [fogyved kmf budapest@bfkh.gov.hu](mailto:fogyved kmf budapest@bfkh.gov.hu)

Web page :

<http://kormanyhivatal.hu/hu/budapest/szervezeti-egység/fogyasztovedelmi-foosztaly-2017>

5.6. Supervision concerning data management

You can exercise your opportunities to enforce your rights as well as turn to Nemzeti Adatvédelmi és Információszabadság Hatóság (National Authority for Data Protection and Freedom of Information):

**Nemzeti Adatvédelmi és Információszabadság Hatóság  
(National Authority for Data Protection and Freedom of Information)**

Address: 1055 Budapest, Falk Miksa utca 9-11. (1055 Budapest, Falk Miksa Street 9-11.)

Postal address: 1363 Budapest, Pf. 9. ( P.O. Box 9, Budapest, 1363 Hungary)

Telephone: +36 1 391 1400

Fax: +36 1 391 1410

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Website: <http://www.naih.hu/>

If court procedure has been chosen - according to concerned your choice - a lawsuit can be initiated at the court of justice in concerned party's place of residence or place of stay, as consideration lies in the competence of court of justice.

Download/print the document: [HERE](#)

2024.03.30.

Flexi-Car Rent Kft.