

General Terms and Conditions

1. Otokoc Hungary Kft. as the sole representative of Budget Rent a Car in Hungary (hereinafter referred to as "Lessor") hereby rents out to the Renter, whose name and address are indicated in the Rental Agreement (Contract), the motor vehicle identified in the Terms and Conditions set forth in this Car Rental Agreement (Contract under the following terms and conditions:
2. Renter receives the Vehicle in perfect technical and aesthetic condition and shall undertake to return the Vehicle in the same condition in which he or she received it - save for the normal tear and wear - including original key and documents, all tyres, fittings, and complete equipment outfit and such as navigation system, child safety seat, snow chain, roof rack or any additional equipment if rented. The Vehicle shall be returned to Lessor at the place and time specified in the Rental Agreement (with the exception if Renter requests and Lessor agrees to the prolongation of the Agreement, or if Lessor requests an earlier return of the Vehicle). Lessor shall use, operate and protect the Vehicle and its fittings according to the instruction manual of the type of the Vehicle. Renter shall protect the Vehicle in his or her care and use by every available means against theft, that is if the Vehicle is not in use, it shall be locked, nothing valuable shall be left in the Vehicle, the Vehicle shall be parked possibly in a guarded or closed area, and Renter shall take due care when leaving the Vehicle. Renter shall be held financially liable for all damages resulting from not following the above practice up to the full value of the damage sustained. By signing the Rental Agreement Renter verifies that the Vehicle was delivered in the condition specified in the Rental Agreement. Renter is held responsible for the condition of the Vehicle as long as Lessor or the person designated by Lessor has not officially taken over the Vehicle.
3. The Vehicle shall be driven by aforementioned Renter, who is at least 21 years of age and is in possession of a valid driving licence issued at least one year beforehand. The Vehicle may be driven by a person who is at least 21 years of age, or in case of certain categories 25 years of age at the time of the renting and is in possession of a valid driving licence issued at least one year before rental takes place, and is designated by Lessor in the Rental Agreement as "Additional driver". In all events Renter is held responsible for the condition of the Vehicle during the rental period.
4. The Vehicle must not be used:
 - a. for renting it out to other persons, unless with prior written consent of Lessor;
 - b. in case of technical failure or lack of liquid (motor-oil, cooling agent);
 - c. for giving driving lessons;
 - d. for moving or towing a Vehicle or trailer, unless Vehicle was rented from Lessor with the express aim of towing;
 - e. for driving or letting anyone drive in the state of disorientation or under the influence of alcohol, drugs, sleeping pills, hallucinogens or any other substance that may affect reaction time and consciousness;
 - f. for transportation in breach of customs regulations and other illegal transportation;
 - g. for the transportation of passengers, goods or money consignments for payment agreed on implicitly or stated;
 - h. in motor-car events, including competitions of any sort, training for competitions, or for test driving.
5. Renter shall comply with domestic and foreign road regulations in force and as the user of the Vehicle and holder of a driving licence cannot plead ignorance of these regulations. Renter expressly acknowledges and agrees that Lessor is entitled to endorse the costs related to irregular parking (fines, surcharges etc.), and any fine imposed by the public administration in the same way as the rental fee is endorsed even after the termination of the rental period. Renter accepts that his or her data will be treated by Lessor as prescribed by the laws, and if necessary, it might be handed over to the responsible authorities on request – in cases such as fines imposed by the public administration, parking tickets, surcharges, official requests in case of violation of traffic regulations.
6. Renter shall pay a deposit specified in the Rental Agreement upon signing the Agreement, which serves as a security amount for possible damages caused by Renter to Lessor. Lessor accepts only credit card for deposit payments (debit cards are not accepted). The deposit shall be returned to Renter, except in case of damages caused by Renter or other debts accumulated by Renter. Lessor shall not be obliged to repay the deposit until Renter's responsibility for compensation for any damages caused or other debts are not settled. Lessor shall not have to pay interest on the deposit. In case of payment by credit card, the sum of the deposit shall be blocked on the bank account of Renter with the consent of Renter based on the prior permission request submitted to Lessor's bank. Lessor shall notify the bank about the removal of the hold – if the deposited amount is not used – in 2-3 working days after the termination of the rent. In connection with the blocked amount Lessor shall not be held responsible for any banking administration other than notifying the bank about the removal of the block. The cost of the modification of any invoicing information afterwards is 10 Euro gross.
7. Renter undertakes to pay and/or reimburse Lessor the following items as Lessor's claims:
 - a. a fee calculated on a rate specified in the Rental Agreement on the basis of the rental period, considering that a rental day is 24 hours and if the Vehicle is returned with more than 59 minutes of delay, the fee for further day(s) will be invoiced;
 - b. in case rental fee was paid to a third party by the Renter and the third party fails to pay the rental fee within 30 days after the invoice is issued, the Budget Hungary shall have the right to collect the full rental amount at any time later from Renter's debit and/or credit card;
 - c. a fee for the kilometers travelled by the Vehicle during the rental period, calculated on a rate specified in the Rental Agreement if not included in the applicable charges;
 - d. insurance against physical damage and/or theft, reduction of deductible on physical damages, in case Renter made use of them according to the Rental Agreement and not included in the applicable charges;
 - e. deductible and compensation according to section 17.;
 - f. lost day rates incurred by any breach of section 3. according to the applicable charges described in the Rental Agreement, transportation and damage repair costs, and administrative expenses (40 Euro gross);
 - g. transportation fee and in the event that the Vehicle is received and returned at a location other than the office renting out the car – as specified in the Rental Agreement
 - h. Return, or so called one-way fee in the event that the Vehicle is returned to an office other than from where it was rented - as specified in the Rental Agreement
 - i. In the event return takes place abroad and Renter does not return Vehicle to the office designated in the Location details, and even if Vehicle is returned to the designated office but one which is not the same as the office where the Vehicle was rented, Renter shall pay the transportation fee of the Vehicle from the location of return to the office renting out the Vehicle – fee is calculated from depot to depot – according to applicable charges in force at the time of return
 - j. Fees specified in the Rental Agreement relating to additional driver and extra equipment, such as navigation system, child safety seat, snow chain, roof rack etc.
- k. The cost of refueling the tank, as well as related services, in the event that the Renter chooses to return the Vehicle with less fuel than when received
- l. Winterizing fee between 1. November and 31. March
- m. The cost, fines, surcharges charged for any violation of the Highway Code and the administration (40 Euro gross) and legal fees imposed by courts ensuing from the aforementioned
- n. Extra charges are the following: Loss or damage of the documents /registration certificate and/or PUC certificate 100 Euros gross, licence plate 200 Euros gross each, original keys up to the deductible amount, navigation system 200 Euros gross, navigation SD-card 500 Euros gross, child seat 150 Euros, safety reflective triangle and/or emergency kit 30 Euros gross per item
- o. In the case of excessive abrasion deriving from improper usage of the motor vehicle, or special contamination – including tobacco smell, or conditions requiring disinfecting, or drapery cleaning in addition to normal interior cleaning of the vehicle 60 Euros gross are being charged for the extra expenses
- p. In case it is proven that Renter did not use the fuel quality prescribed for the Vehicle, Renter shall pay the costs of possible damages caused thereof and that of the fuel as well
- q. In case of late payment, Lessor is entitled to charge the amount with double the default interest rate of the National Bank
- r. Renter shall pay all operating and other costs (fuel, parking fee, etc.) incurred during the rental period.
8. The borders of Hungary may only be crossed with the rented Vehicle with the prior written consent of Lessor. Vehicle may only be taken to countries that are listed under "Additional information" section of the Rental Agreement. Cars can be used only in European Countries. Cars can not be taken into the following countries: BG, GR, TR, AL, RKS, MK and the successor states of the former Soviet Union. In case of breach of this section of the Rental Agreement or even in case of the attempt of thereof, Lessor is entitled to terminate the Agreement with an immediate effect, and Renter is liable for all damages incurred and the cost of the return of the Vehicle to the office it was rented from.
9. In case it is allowed by Lessor, the rental car can be returned at the specified location out of office hours. In this case, Renter acknowledges that the inspection of the condition of Vehicle and the termination of the Rental Agreement shall take place on the following working day after the return. Renter is entitled to be present at the aforementioned events. Renter renounces their rights to question the statements of the inspection of the Vehicle's condition and the termination of the Rental Agreement carried out in their absence. Renter acknowledges that they are held liable for damages incurred during the rental period and established in the course of the inspection of the Vehicle's condition. Renter shall be held responsible for compensation of the aforementioned damages as set forth in the General Rental Terms and Conditions. These costs shall be endorsed by Lessor in the same way as the rental fee is endorsed, even after the termination of the rental period.
10. Renter acknowledges that in the event that the Vehicle is returned at the termination date at another country than Hungary, - contrary to the terms and condition - . The Rental Agreement shall be terminated within 10 days, taking the date of return into consideration, but the inspection will take place by Lessor's appointed employee at the time of retrieval at the foreign location. Renter renounces his or her rights to question the statements of the inspection of the condition of the Vehicle and the termination of the Rental Agreement carried out in his or her absence. Renter acknowledges that they are liable for damages incurred during the rental period and established in the course of the inspection of the Vehicle's condition. Renter shall be held responsible for compensation of the aforementioned damages as set forth in the General Rental Terms and

- Conditions. These costs shall be endorsed by Lessor in the same way as the rental fee is endorsed even after the termination of the rental period.
11. Lessee does not take responsibility for valuables and personal items left behind by Lessor at the end of the rental.
 12. The Rental Agreement shall take effect according to the fees included thereof. In case parties wish to continue the renting of the Vehicle according to some other set of fees, they shall sign a new agreement. In case the circumstances of the return set forth at the beginning of the rental period do not meet the actual circumstances of the return, the rate of the rental fee may change.
 13. If the Renter wishes to extend the rental beyond the term established in the Rental Agreement, Renter shall notify Lessor in person or via any of the official contacts listed on the Rental Agreement at least 24 hours prior to the termination of the Rental Agreement. In this case Lessor may request additional deposit. Lessor is not obliged to prolong the Rental Agreement. In case of monthly rental, the Rental Agreement shall be renewed automatically in every 30 days without the presentation of the Vehicle.
 14. In case of breach of the Rental Agreement by Renter or in case Renter has not returned the Vehicle in 24 hours following the agreed date and time without due cause, Lessor is entitled to terminate the Agreement with immediate effect and take back the Vehicle from Renter even by seeking assistance from the police authorities. Lessor is also entitled to take back the Vehicle from Renter if Renter does not cover debts, even after receiving a written statement from Lessor. Lessor is exempt from the costs of damages, responsibility and fees resulting from taking back the Vehicle, while Renter is not exempt from the rental fee and the possible costs of the taking back of the Vehicle by Lessor. Parties agree that if Renter does not return the car within 24 hours from the expiry of the rental agreement, Lessor may rightfully assume that Renter had committed the crime of embezzlement in violation of the Civil Code of Law and Lessor is entitled to report them to the police or to have the car searched for.
 15. In the case of road accidents resulting in personal injury or physical damage, Renter or their authorised personnel shall:
 - a. request the police to take measures, and file a police report in case the Vehicle was broken into, damaged, or stolen and submit the relevant document (report, certificate etc.) to Lessor's office;
 - b. notify Lessor's office of any and all events related to the Vehicle within 24 hours of the event thereof;
 - c. proceed with due care, and do everything in his or her power to clarify the events, obtain all possible data of persons involved in the accident (licence plate number of the other Vehicle, name and address of the owner/driver, name and address of witnesses, site plan, photos);
 - d. Renter is not entitled to enter into any agreements, and shall not admit any responsibility or liability to the disadvantage of Lessor;
 - e. provide for the safety, security and protection of the Vehicle at Lessor's cost and with the prior consent of Lessor;
 - f. fill out the accident report and the report form for damage claims, and send them to the address of Lessor.
 16. In case of technical faults, rescue due to accidents or a need for replacement Vehicle Renter shall contact the renting office or phone (+36) 30 4383739. In case of technical faults, Renter may find the nearest qualified service station where Renter may have the Vehicle repaired at the cost of Lessor up to HUF 10.000 gross without prior consent of Lessor (the amount shall be refunded to Renter on the condition that the invoice is issued to the following name and address: Otokoc Hungary Kft. H-1134 Kassák Lajos u. 19-25 Budapest – Hungary). In case of repair works described above, Renter shall ask for the parts changed in the Vehicle, keep them and submit them to the Lessor's office no later than the termination of the Rental Agreement. If Renter fails to do so, repair costs are charged to Renter's account. Lessor shall not be held responsible for any costs of delays resulted by any damage or technical fault of the Vehicle, or for the consequential damages directly or indirectly caused to Renter. Lessor can not be held responsible for any other expenses that occur directly or indirectly by a breakdown, technical fault or accident. Lessor shall not be liable in any way for objects, valuables, cargoes placed in the Vehicle by Renter, or for the damages incurred in them or their disappearance.
 17. Lessor does not guarantee that the category of the replacement Vehicle will be the same as the category of the rented Vehicle. In such case, Renter is not entitled to request the deduction of the rental fee. Lessor reserves the right to refuse to provide Renter with a replacement Vehicle in case the accident occurred due to Renter or an unknown third party, or the Vehicle was stolen.
 18. Renter agrees to present the Vehicle at the given place and time for the compulsory technical inspection. In case of a delay or omission of the technical inspection, or in case of exceeding the odometer reading as a basis for the next technical inspection specified in the Rental Agreement beforehand, Renter is obliged to pay penalty according to the following: HUF 50 000 gross in case of 500 km excess, above this limit, further HUF 1000 gross for every 100 km commenced.
 19. A compulsory insurance is included for the Vehicle specified in the Rental Agreement as prescribed by Hungarian law. Casco insurance is also included, except in cases where special terms of the reservation declares otherwise. In case of damage, Renters with an insurance from a third party or a credit card company, can be charged up to the amount of the damage excess. In case the reservation excludes Casco insurance, Renter is responsible for the total value of the damage or loss.
 20. The Vehicle can be supplied with an electronic permit for an unlimited number of travels on the highways in Hungary, in case the customer pays e-toll service fee at the time of the pick-up.
 21. According to the insurance deductible conditions in case of any accident due to own fault, unknown causer or any documents missing or not properly filled out (accident report, police report, declaration, copy of driving licence), Renter is liable for the total value of the damage or loss. In case of theft or a write-off, Renter is liable to pay 10% of the gross purchase price of the Vehicle on the basis of the purchase invoice. In case the insurance company refuses to pay, irrespective of the cause, Renter is obliged to pay the amount of deductible specified in the Rental Agreement as compensation, in the event Renter returns the Vehicle with any new damage, or any damage incurred during the rental period. The excess depends on the Collision Damage Waiver (CDW) and/or any additional insurance (SCDW, SCDW+) purchased at the time of the pick-up. If denying the CDW, in case of breakage and theft, Renter is liable for the total cost of repairation. Insurance does not cover damages to tires, rims, aerial, door sill, roof and damages caused by the use of inappropriate fuel; neither does it cover damages in the interior of the Vehicle. Renter is liable for the total cost of these damages irrespective of the CDW. Renter accepts calculations for breakage and theft, and in case of post-correction, shall pay the margin. Renter is liable for the total cost even up to the full value of the Vehicle for:
 - a. any damages incurred in the Vehicle during rental period which is not covered by the insurance;
 - b. theft and partial theft if Renter leaves the key of the Vehicle, the registration certificate or the document suitable for verifying the utilization right in the Vehicle for the authorities;
 - c. failing to immediately report the malfunction of the speedometer to Lessor;
 - d. any and all such actions or behavior on the part of Renter or participant that omit or limit compensation by the insurance company;
 - e. in case of rental trucks, damages resulting from the overloading the cargo area and other damages of the cargo area;
 - f. in any cases listed in paragraph 3;
 - g. damage or failure caused by defective handling;
 - h. in case of clutch failure;
 - i. cost of towing.
 22. The service is considered fulfilled when Renter returns the motor vehicle to Lessor. Issuing of the invoice concerning the service shall take place within the time limits set forth in Sections (1)-(2) of § 163 of the Act on Value Added Tax. Complaints in relation to invoices shall be submitted by Renter to Lessor within 60 days following the termination of the Rental Agreement.
 23. Lessor processes the personal data provided by Renter and shares them with ABG Rent a Car System, and with firms acting as part of the ABG Group and Koc Holding. Renter may request inspection of documents concerning him or her, and may update them through the Customer Service Department of Budget. In case Renter allows the use of his or her personal data on the Rental Agreement, Lessor may present to Renter from time to time Lessor's own offers or that of some other firm operating Budget.
 24. In case Renter shall pay the fee calculated in foreign currency by Lessor via bank transfer, the equivalent shall be calculated at the exchange rate published by Lessor's bank on the day of the termination of the Rental Agreement. In case the payment is done by credit card, the exchange rate of Renter's bank shall apply.
 25. Lessor is entitled to sell not only its own services but also those purchased by Lessor as a service unchanged.
 26. The person signing this agreement has a full and joint liability with the natural and/or legal person, institution and whose behalf he/she is signing.
 27. By signing this Contract, Renter accepts all the legal consequences arising from the Contract and acknowledges taking over the contracted car with all accessories required by Hungarian regulations.
 28. The parties signing the Contract fully acknowledge and accept the Agreement. To those cases that are not regulated by the Contract, the Hungarian Laws shall apply.
 29. In case one or more points of the Contract becomes invalid, it does not take effect on the validity of the remaining points or the whole of the Agreement
 30. For the case of an eventual legal dispute, the Parties shall appoint the exclusive competence of the Buda central District Court.
 31. The Lease Agreement has been executed in Hungarian and in English languages, in case of interpretation dispute the Hungarian version shall prevail.
- Budapest, ____ / ____ / 20____
- Otokoc Hungary Autókölcsönző és Szolgáltató Korlátolt Felelősségű Társaság**
- Renter's Name:**
- Signature:**

