

AUTOLEASE LTD, T/A MOJO VEHICLE RENTAL

TERMS AND CONDITIONS OF CAMPER VEHICLE RENTAL

Definitions

'Accessories': All equipment supplied with the Vehicle including as applicable the spare wheel, jack and tools, sound system, owners manual, log book, keys and remote control.

'Additional Driver': any persons named as additional drivers of the Vehicle in the Quotation (or is added as an additional driver during the Rental period with our written consent).

'Administration Fee': the administration fee specified in the Tariff and which we will be entitled to charge you under these terms and conditions, where applicable.

'Booking Confirmation': our written confirmation (including by email) to you that we accept your Booking Request.

'Booking Deposit': an amount equal to 20% of the Rental Charge plus VAT (unless otherwise specified in the Quotation).

'Booking Request': your written request (including by email) to us that you wish to book the Vehicle on the basis of our Quotation.

'Cancellation Fee': our charge (as specified in the Tariff) in respect of a cancellation by you of the Rental Agreement.

'Collection Charge' our charges for collecting the Vehicle from you as specified in the Tariff.

'Congestion Charge': the charges payable under the Greater London (Central Zone) Congestion Charging Scheme pursuant to the Greater London (Central Zone) Congestion Charging 2001 Scheme Order as amended for time to time (or any regulations or orders issued in substitution thereof)

'Delivery Charge': our charges for delivering the Vehicle from you as specified in the Tariff.

'Delivery Date': the date for Delivery of the Vehicle to you specified in the Quotation (or as otherwise agreed in writing by us).

'Delivery Time': the time on the Delivery Date for delivery of the Vehicle to you specified in the Quotation (or as otherwise agreed in writing by us).

'Damage Deposit': the deposit (as specified in the Quotation)

'Documents': the documents (as specified on our website) which you will need to produce to us prior to taking delivery of the Vehicle (and which in all cases will include a full UK or international driving licence).

'Driver': the person named as the driver of the Vehicle in the Quotation.

'Excess': The excess payable to our insurers pursuant to the Insurance Policy in the case of any insured claim

'Inspection Report': the written report (in the form specified by us) on the condition of the Vehicle at the commencement of the Rental Period.

'Instruction Manual': the manual setting out the correct requirements and procedures for operating certain features of the Vehicle;

'Insurance': insurance to cover damage or loss to the Vehicle

'Insurance Policy': our policy of insurance with our insurers to cover loss or damage to the Vehicle, a copy of which is available upon request.

'Insured Claim': any claim for loss or damage to the Vehicle and/or to any third party's property or person and which is covered by the Insurance Policy.

'Late Return Charge': a surcharge (as specified in the Tariff) on the Rental Charge payable by you if you fail to return the Vehicle to us on the Return Date calculated by reference to the period of time between the Return Date and the actual return of the Vehicle to us.

'Refuelling Charge': an administration charge (as specified in the Tariff) for refuelling the Vehicle to the same level of fuel that the Vehicle had upon commencement of the Rental Period.

'Rental Agreement': the Quotation (including any amendments agreed to in writing by us), your Booking Request, our Booking Confirmation together with these terms and conditions and the Tariff (and any other documents which we may specify as forming part of the Rental Agreement in these terms and conditions or otherwise in writing).

'Rental Charge': our charges (as specified in the Quotation) for the rental of the Vehicle for the Rental Period.

'Rental Period': the period from the Delivery Time until the later of the Return Time or the date and time the vehicle is actually returned to our physical custody.

'Return Date': the agreed date for you to return the Vehicle to us as specified in the Quotation (or as otherwise agreed in writing by us) subject to any change to such date agreed by us in writing.

'Return Time': the agreed time on the Return Date for you to return the Vehicle to us as specified in the Quotation (or as otherwise agreed in writing by us) subject to any change to such time agreed by us in writing.

'Tariff': our tariff of charges which is current at the commencement of the Rental Period (as published on our website).

'Valet Charge': our charge (as specified in the Tariff) for cleaning the Vehicle should it be returned to us in an unreasonably dirty condition.

'VAT': Value Added Tax.

'Vehicle': the vehicle described in the Quotation (or a similar vehicle in substitution or replacement thereof).

'Waiting Time Charge': our charge (as specified in the Tariff) for waiting to deliver the vehicle to you where you are not available (for any reason whatsoever) to take delivery of the vehicle at the Delivery Time or within 1 hour thereof.

'we "us" "our" "ourselves": Autolease Ltd, a limited company incorporated in England with company number 12500886 and registered office at c/o Groucott Moor, Lombard House, Cross Keys, Lichfield, England, WS13 6DN.

'you' 'your' 'yours' 'yourselves': the person, company or other legal entity specified as the hirer of the Vehicle in the Rental Agreement.

Applicability of Terms and Conditions

By submitting your Booking Request to us, you agree to hire the Vehicle for the Rental Period subject to these terms and conditions.

No amendment to these terms and conditions will be binding on us unless recorded in writing and signed by one of our directors.

Bookings

The submission of a Booking Request to us will constitute an irrevocable offer from you to hire the Vehicle subject to these terms and conditions and will not form a binding contract until accepted by us in writing.

We will not accept your booking unless and until the Booking Deposit is paid unless we otherwise agree in writing with you.

Once we accept your booking, the Rental Agreement shall constitute the entire agreement between you and us and no other statements, representations, agreements or understandings not expressly set out in the Rental Agreement shall be binding on us.

By submitting the Booking Request you warrant to us that all information supplied by you is true and complete;

you have disclosed to us all material facts which might reasonably be expected to affect either:

the Insurance Policy or any claim thereunder;

our decision to accept your booking and enter into the Rental Agreement with you.

Cancellations by you

If you cancel the Rental Agreement more than 42 days prior to the Delivery Date, your Booking Deposit will be forfeited but you will not be liable to us for any other amount.

If you cancel the Rental Agreement less than 42 days prior to but more than 14 days prior to the Delivery Date, you will be liable for 50% of the Rental Charge (and if you have paid more than 50% of the Rental Charge prior to the date of your cancellation, we will refund the difference to you).

If you cancel the Rental Agreement on 14 days or less prior to the Delivery Date, you will be liable for 100% of the Rental Charge

Once the Rental Period has commenced you will be liable for the Rental Charge for the full Rental Period.

You acknowledge that there will be no refund in whole or in part of the Rental Charges should you return the Vehicle prior to the Return Time.

Theft and break downs

If the vehicle is stolen or breaks down during the Rental Period, you will notify us as soon as possible after you becoming aware of the theft or break down.

If the vehicle is stolen or breaks down during the Rental Period, you will afford us a 24 hour period to supply a replacement Vehicle and if we are unable to do so, you shall be entitled to cancel the Rental Agreement upon the expiry of the said 24 hour period and you will be liable for the Rental Charges and any other amount payable under the Rental Agreement for the period up to the date and time of the said theft or break down as the case may be **provided that such theft or break down was not a result of your negligence or wilful wrongdoing and provided that you are not otherwise in breach of the Rental Agreement.**

If the aforesaid theft or breakdown of the Vehicle was the result of your negligence or wilful wrongdoing or you are otherwise in breach of the Rental Agreement, then you shall remain liable for the Rental Charges up to and including the end of the Rental Period (save that if the vehicle has been stolen the Rental Period will be deemed to end on the Return Date) without prejudice to our other rights under the Rental Agreement.

Cancellations by us

We may cancel the Rental Agreement at any time before the Delivery Date if we are unable to supply the Vehicle on the Delivery Date or at the Delivery Time due to any circumstances beyond our reasonable control (including the failure of a prior hirer to return the Vehicle when it should have been returned and any mechanical or other failure of or defect in the Vehicle).

If we cancel the Rental Agreement under the previous clause we shall refund to you any amount you have already paid to us in relation to that Rental Agreement but otherwise we have no further liability to you as a result of such cancellation.

Delivery of Vehicle

We will deliver the Vehicle to you on and you agree to accept delivery of the Vehicle on the Delivery Date and at the Delivery Time.

Upon delivery of the Vehicle you will need to produce to us the Documents.

Upon delivery of the Vehicle to you, an inspection of the Vehicle will be undertaken and an Inspection Report completed. You will be required to sign the Inspection Report to confirm your agreement to the condition of the Vehicle, the mileage and fuel level and to confirm that you have received and understand the Instruction Manual for the Vehicle.

By accepting delivery of the Vehicle you will be deemed to agree that the Vehicle is free from apparent defects or damage other than as specified in the Inspection Report and that the Vehicle mileage and fuel levels are those recorded in the Inspection Report. We are unable to undertake to provide a Vehicle in a particular colour (and the colour of Vehicles displayed on our website or in any other promotional materials are for illustrative purposes only).

If we deliver the vehicle to you at a place other than that stated in the Quotation, a Delivery Charge is payable.

If we are to deliver the vehicle to you at an airport and to meet you (or the Driver, if you are not the Driver) on an inbound flight, you must provide us with the airline, flight number and time of arrival not later than 24 hours before the date of such arrival. If you do not provide us with this information, we cannot undertake to meet you at the time of your arrival. If the flight is delayed for more than 1 hour, a Waiting Time Charge may be levied.

Unauthorised uses

During the Rental Period, you shall ensure that the Vehicle is not driven or used:

for hire or reward;

for racing, pace making, rallying, speed testing, track days or any other form of competition or motor sport;

on any surface or terrain which is likely to cause damage to the Vehicle or result in the Vehicle becoming stuck;

for driving tuition or any similar purpose;

for towing or propelling any other vehicle or any other object;

for any illegal purpose or contrary to any law or regulation;

in any way which might render void the Insurance Policy or other contract of insurance we may have in regard to the Vehicle.

by any person who:

does not hold a valid and unendorsed driving licence; or

is under the age of 25 or over the age of 75; or

is under the influence of alcohol or drugs; or

has been convicted of a motoring offence which has not been disclosed to us in writing prior to the commencement of the Rental Period; or

has provided us with a fictitious name or address; or

is not named as a Driver or Additional Driver.

During the Rental Period, you shall ensure that the Vehicle is not taken outside the mainland of England, Wales or Scotland unless expressly agreed in writing with us.

No person make smoke in the Vehicle and you will ensure that the Driver, any Additional Drivers and any passengers refrain from smoking in the Vehicle.

Charges

You agree to pay the Rental Charge and all other charges or amounts which may be due or become due to us under these terms and conditions including any Excess which may be payable in the event of an Insured Claim; and

any fines or traffic penalties or related court costs which may be incurred by us as a result of or in connection with the use of the vehicle during the Rental Period (except where caused through our fault); and

any Congestion Charge including any penalties and interest thereon.

You agree to pay VAT at the applicable rate from time to time as well as any other statutory taxes or levies which may be applicable from time to time in regard to the Rental Charge and all other charges or amounts which may be due or become due to us under these terms and conditions.

Congestion Zone

If you intend to take the Vehicle into the area in London subject to the Congestion Charge, you will notify us in advance in sufficient time for us to arrange for payment of the Congestion Charge.

If you fail to notify us accordingly, in addition to be liable for the Congestion Charge and any penalties and interest thereon, you will be liable for the Administration Fee.

Traffic fines

In the event that we are notified that any traffic fine or penalty has been incurred in respect of the Vehicle or the vehicle has been used in any illegal manner during the Rental Period, we will disclose to the traffic or other authority your full details and the details of any Driver or Additional Driver and you irrevocably consent on your behalf and on behalf of the Driver and any Additional Driver (in respect of all of whom you warrant to have authority for his purpose) to such disclosure.

Damages Deposit

You will be liable to pay a Damages Deposit (by cash, bankers draft or a cleared authorisation on your credit card) with your Booking Form but in any event prior to the commencement of the Rental Period.

We shall be entitled to retain the Damages Deposit (or, in our absolute discretion a part of the Deposit) or to charge your credit card, as the case may be, for a maximum of 60 days after the end of the Rental Period to cover any amount which may be due or become due to us under the Rental Agreement but which is not ascertained or known at the end of the Rental Period.

Subject to the previous clause, we shall refund the Damages Deposit to you less any amounts which may be due to us under these terms and conditions insofar as you have not paid such amounts to us. You irrevocably authorise us to deduct such amounts from the Damages Deposit or to charge such amount to your credit card but we are not obliged to do so and may require separate payment so that we may retain the Damages Deposit for the period specified above.

Payment

Payment of the Rental Charges must be paid in full by the date specified in the Quotation (and if not stated in the Quotation, all rental charges must be paid not less than 30 days before the Delivery Date) and any other amounts due to us under these terms and conditions will be payable on demand.

In the event that any amount due to us is not paid when due, we reserve the right to charge interest as provided under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time.

Due care

During the Rental Period you will take good and proper care of the Vehicle.

Without limiting the generality of the previous clause, during the Rental Period you will ensure that:

the Vehicle is securely locked when not in use and any alarm or immobiliser system if properly activated;

at appropriate times but in any event at not less than 48 hours intervals you will check oil, water and other fluid levels and tyre pressures to ensure that they are maintained within the specifications laid down by the Vehicle manufacturer.

You will ensure that during the Rental Period the Vehicle does not become subject to any lien or legal process.

You are to return the Vehicle to us in the same good state of repair and condition as at the commencement of the Rental Period, fair wear and tear excepted, and otherwise as required by these terms and conditions.

Return of Vehicle

You must return the Vehicle to us on the Return Date at the place specified for such return in the Booking Form.

If you fail to return the Vehicle to us on the Return Date the Rental Period shall continue until the Vehicle is taken into our actual physical custody and, if the Vehicle has not been so returned to us within 1 hour of the Return Time, you will be liable for the Late Return Charge.

If we collect the Vehicle from you (rather than you returning it to our premises), a Collection Charge is payable.

You must return the Vehicle to us:

together with all Accessories;

with not less than the same amount of fuel as recorded on the Inspection Report at the time of delivery;

in a reasonably clean and tidy condition.

Upon return we will undertake an inspection of the vehicle as soon as reasonably practicable.

Insurance

The Vehicle is subject to the Insurance Policy. The Rental Charges include insurance subject to the Excess. You are liable for the Excess in respect of an Insured Claim.

Indemnity

Except where we are entitled and able to make an Insured Claim (in which case you will be liable for the Excess unless waived), **you will indemnify us and keep us indemnified for all actions claims demands liability loss damages costs or expenses (including legal or other professional fees) which we may incur in relation to or in connection with any breach by you of these terms and conditions; and any damages or loss to the Vehicle during the Rental Period (except where such damage or loss is caused by us); and any damage or loss to the person or property of any third party (except where such damage or loss is caused by us) subject at all times to clause 18.1 below.**

You will also indemnify us and keep us indemnified for all actions claims demands liability loss damages costs or expenses (including legal or other professional fees) which we may incur in relation to or in connection with any statement or misstatement, act or omission by you or the Driver or any Additional Driver which causes any claim under the Insurance Policy to be repudiated or causes the Insurance Policy to be invalidated.

Limitation and exclusion of our liability

Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury resulting from our negligence;

any fraud attributable to us;

any liability which may not be excluded by law.

(if you enter the Rental Agreement as a consumer) detrimentally affect your statutory rights as a consumer.

You subject to clause 18.1, **all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Rental Agreement.**

Subject to clause 18.1, **we shall have no liability for: disappointment or loss of enjoyment; loss of use; loss of profits; loss of business; pure economic loss; any special, indirect or consequential loss, damages, charges, costs or expenses.**

Subject to clause 18.1, **in any event our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the rental Agreement shall be limited to the amount of the Rental Charges.**

Governing law

This Rental Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

You and us both irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).