

Autolease Ltd, T/A Mojo Vehicle Rental – Standard Terms & Conditions of Hire

Definitions:	
“Abortive Delivery”	the term used where Autolease Ltd has been unable to deliver a vehicle due to the hirers non-compliance;
“Abortive Collection”	the term used where Autolease Ltd has been unable to collect a vehicle due to the hirers non-compliance;
“Account Application Form”	means the account application form entered into by you and us, setting out your details;
“Actual Return Date”	this is the date on which the vehicle is returned to Autolease Ltds premises;
“Actual Return Date”	this is the date on which the vehicle is returned to Autolease Ltds premises;
“Additional Equipment”	refers to items such as vehicle racking, branded decals, tow bar, specific colour;
“Admin Fee”	an administration fee payable by the Hirer as part of the initial Rental payment as set out in the Vehicle Order form;
“Agreement”	means the agreement entered into between you and us which governs the hire of all Vehicles by you including the Account Application Form, Hire Agreement, Booking Form, these Terms and any Schedules or Variation Schedule document;
“Booking”	means a booking which has been accepted by us in accordance with Clause 4;
“Booking Form”	means the booking form or the Hire Agreement entered into by you and us, setting out details of the Booking, or alternatively the relevant information being set out by email, telephone, by visiting our office or via a third party booking platform;
“Charges”	has the meaning given to it in Clause 24;
“Claw Back”	has the meaning given to it in Clause 15;
“Damage”	means any and all damage to a Vehicle, barring a mechanical problem or failure (not caused or contributed to by you), including

	but not limited to any damage mentioned in the Vehicle Condition Report at Off-Hire, and the term "Damaged" must be construed accordingly;
“DVLA”	Means the Driver and Vehicle Licensing Agency;
“Excess Mileage”	Is the surplus mileage by which the actual Mileage exceeds the Allowed Mileage, expressed as either a rate pence per mile set out in the Agreement and/or vehicle order, or expressed a surcharge of the rental rate;
“Excess Rental”	Is the daily rate calculated set out in the table of charges, which is payable by the hirer in the event that the vehicle is not returned/made on the Rental End Date;
“Finance House”	A financial institution from whom Autolease Ltd has contracted to fund the purchase or otherwise finance Vehicles;
“Fixed Term Rental”	The product name given to a rental term that is fixed for a specific period (ie 6 Months);
“Flexible Rental”	The product name where the rental period can be terminated at any point after 28 days of continuous hire;
“Force Majeure”	means an act of God or any other event beyond a Party's reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial dispute (including an industrial dispute involving that Party's own employees where that industrial dispute is beyond that Party's reasonable control), terrorist act, act of Government, or a third party's refusal or delay in supplying vehicles or vehicle services to us in circumstances requiring such vehicles or services;
“Hirer”	The named person on the Rental Agreement and the named person responsible for the rental;
“Initial Rental”	an upfront payment taken for an applicable Rental, that may include an advance payment, an admin fee, a delivery fee and a

	security deposit;
“Losses”	means damages, losses, liabilities, claims, actions, penalties, costs (on a full indemnity basis) including the cost of legal and other professional services (legal costs are on a Solicitor/own client basis) and expenses and out of pocket disbursements properly incurred), proceedings, demands and charges, whether arising under statute, contract, common law, or otherwise, and including any tax thereon, in each case of whatever nature, and Loss shall be construed in accordingly;
“Loss of use”	The term used to describe rental charges applied to compensate Autolease Ltd where the vehicle can not be rented. Examples of which could be due to theft and/or accident damage;
“Mileage Allowance”	The amount of miles allowed for the duration of the rental period;
“On Hire”	means the collection of a Vehicle by you from us or the delivery of a Vehicle by us to you on or around the Start Date (as specified in the Booking);
“Off Hire”	means the return of a Vehicle to us in accordance with Clause 6 and “Off-hiring” and “Off-hired” shall be interpreted accordingly;
“Order Form”	means your order for the supply of hire Vehicles and/or Additional Services, as set out in the Account Application Form and or Booking Form;
“PCN”	Penalty Charge Notice;
“Pricing Schedule”	has the meaning given to it in clause 8;
“Rental Agreement”	a Rental Agreement between a Hirer and Autolease Ltd where a Hirer rents a vehicle from Autolease Ltd for the period a Rental period under the relevant Rental Agreement;
“Rental Period”	means the period from the Start Date to the Return Date (or Off-hire,if later);
“Rental End Date”	The final date when the rental period terminates;
“Rental Start Date”	The start date of the Rental;

“RPI”	means Retail Price Index or any official index replacing it;
“Security Deposit”	A financial deposit held to cover items such as refurbishment costs and/or Road Traffic Offences;
“Variation Schedule”	means any separate schedule agreed between you and us which is expressly stated to form part of the Agreement;
“Vehicle”	the car or van and all its documents (including the owner’s manual), tools, fittings, components, standard equipment (including jack, spare tyre, etc), whether mechanical or otherwise, the subject of a Rental Agreement;
“Vehicle Order”	An order form issued by Autolease Ltd that contains important information relating to the order, such as vehicle make/model, hire rate, rental duration, mileage allowance etc;
“Vehicle Inspection Report”	has the meaning given to it in Clause 13;

1 These Terms

- 1.1 Autolease Ltd, trading as Mojo Vehicle Rental with company registration number 12500886 and registered address at c/o Groucott Moor, Lombard House, Cross Keys, Lichfield, WS13 6DN (“MVR”/“we”/“our”/“us”) provides a website and associated services to our Autolease Ltd customers seeking to rent vehicles (“Hirer” or “you”). Such website and associated services provided by Autolease Ltd (including allowing you to enter into Rental Agreements) being the “Services”. These terms and conditions (“Terms”) apply to all Services provided or arranged by Autolease Ltd to you as recipient of the Services. By registering an account as a hirer and using the Services you agree to comply with and be legally bound by these Terms. These Terms apply at any time when you use Autolease Ltd website (“Site”) or any other method of accessing the Services and constitute a binding legal agreement between you and Autolease Ltd.
- 1.2 When you enter into a Rental Agreement you enter into a rental for a Vehicle for the relevant Hire Period and the Hire rate will be detailed in the Rental Agreement and/or shown in the Vehicle Order form issued by Autolease Ltd.
- 1.3 Autolease Ltd reserves the right to update these Terms and/or the Rental Agreement from time to time. If Autolease Ltd amends the Terms and/or the form of the Rental Agreement by post, email and/or issuing the revised Terms on the Site and issuing the amended Rental Agreement, these amended Terms and Rental Agreement will take effect 7 days following being posted and/or emailed. For the avoidance of doubt any Rental Agreement already existing between you and Autolease Ltd will not be affected by such changes to the Rental Agreement. Your continued use of our services shall indicate your

agreement to be bound by the amended Terms and/or acceptance of the new forms.

- 1.4 These Terms are with you the person and/or company using the Services. You will comply with these Terms and any obligations under the relevant Rental Agreement. If you allow another person to make use of a vehicle under a Rental Agreement (for example any named drivers to use the Vehicle), you agree that you will remain responsible for the use of the Vehicle.
- 1.5 You should direct any query’s, complaints or comments regarding the services subject to these Terms to hello@mojorent.com

2 Vehicle Ownership

- 2.1 Vehicles at all times shall remain the property of Autolease Ltd and/or its supply partners including any associated Finance House and during the continuance of this Agreement the Hirer shall not have or acquire any right, title or interest in or to a Vehicle except for their right to use such Vehicles in accordance with the terms of the Rental Agreement.
- 2.2 The Hirer shall not hold itself out as being the legal owner of any Vehicle nor shall assert any rights of lien or possession or sell, assign, mortgage or otherwise dispose of any vehicle or part of it

3 Use of Vehicles

- 3.1 For the avoidance of doubt, Vehicles must not be used for driving tuition, towing, rallying, racing, race pace making, taxi services or for any illegal purpose whatsoever.

4 Vehicle Orders & Applications

- 4.1 To create a trading account with us, you must accurately complete an online Account Application form using our Site or following a link sent via email which will form part of the Agreement.
- 4.2 The Agreement shall govern and apply in the provision of Additional Services and be incorporated in every reservation. They shall apply in in place of and prevail over any terms or conditions contained or referred to in any documentation submitted by you, in correspondence or elsewhere, or implied by trade custom, practice or course of dealing.
- 4.3 For individuals (non-corporate customers), you will need to provide us with a minimum of a scanned image of your driver’s license, a valid UK passport, a household bill, one months’ bank statement and/or a payslip. We will also require you to provide details of a valid debit or credit card. Details provided must be us with are correct. Autolease Ltd will not be responsible for any incorrect details you provide us with, including if a vehicle order or other correspondence is not received due to incorrect details. If you notice your details are incorrect, please contact us at hello@mojorent.com to correct this as soon as possible.
- 4.4 You agree that the Account Application Form will be used by us to assess your financial status for our internal purposes.
- 4.5 An Order Form must be completed for a booking to be accepted by us.
- 4.6 A Vehicle Quotation does not constitute an offer or an order
- 4.7 On receipt of a Booking Form from you, we may accept the Booking Form and if accepted we will provide you with the requested Vehicles. Nothing in the Agreement obliges us to accept any Account Application Form or Booking Form.

5 Your Obligations

- 5.1 You agree to observe and act in accordance with these Terms. During your rental(s) you must at all times abide by the terms of the Rental Agreement, including but not limited to, the obligations relating to collection and return of the Vehicle, conditions for using the Vehicle

(including restrictions on what the Vehicle can be used for and whom can use the Vehicle). Your responsibilities relating to the Vehicle and Autolease Ltd are set out in the relevant Rental Agreement. You agree that you will not create a false account with Autolease Ltd and will not use your Account for any immoral or illegal activity (including but not limited to money laundering or fraudulent Rental Agreements). You shall not allow any driver other than a named driver as set out within the Motor Insurance Policy applied to the Rental. If anyone other than the insured drivers are using the Vehicle you agree you will remain responsible for the Rental and the Vehicle. You acknowledge that you have primary responsibility for your own safety and the Vehicle during the Rental. The Hirer is to comply

6 Qualification

6.1 For Private hires;

- 6.1.1 we carry out a number of checks (none of which affect your credit score) to validate the hirer and we will require proof of address and photographic evidence including a Driving Licence and a UK passport.
- 6.1.2 We will require proof of income and therefor request a minimum of one months’ payslip, and/or a minimum of one months’ bank statements
- 6.1.3 We ask the Hirer to share their driver licence information by providing Autolease Ltd with a code via the Gov.uk website (a link will be issued by Autolease Ltd).
- 6.1.4 We will require copies of supporting documentation that will include but not limited to copies of a UK Passport, a household utility bill, Payslips and bank statements
- 6.1.5 We may use external professional organisations to complete personal identity validation
- 6.1.6 We may on occasions, request additional information or seek a higher level of deposit and/or rental charge, all subject to the strength of the applicant applying for a rental
- 6.1.7 Applicants minimum age is 22 and must have held a full UK driving licence for at least 12 months. Regrettably, we are unable to hire a vehicle to you if you have:
 - More than 6 points on your licence
 - More than one CU conviction
 - You have been disqualified from driving in the last 5 years
 - You have any major driving conviction in the last 3 years. Examples would include, but not limited to DVLA codes: IN; CD; DR; DD; MS; UT; TT; AC; BA

7 Vehicle Hire Products

- 7.1 Each Vehicle will be hired to you under one of our three Rental Plans;
 - 7.1.1 for a short hire period meaning that although a Return Date may be specified on the Order Form, you may return the vehicle to us before the Return Date or After the Return Date (“**Flexible Plan**”)
 - 7.1.2 for a minimum of 89 days, meaning that there is a short-defined period for hire of the Vehicle (and a set Return Date of the Vehicle) as set out in the Booking Form (“**3 Month +**”); or
 - 7.1.3 for a minimum Rental Period of 12 months, meaning that there is a defined period for hire of the Vehicle (and a set Return Date of the Vehicle) as set out in the Booking Form (“**12 Months+**”)

8 Pricing

- 8.1 All prices provided to Corporate Accounts (Company) are exclusive of VAT and are subject to VAT at the prevailing rate

- 8.2 All prices provided to Non-Corporate Accounts will detail both inclusive and exclusive of VAT
- 8.3 We shall provide you with a Pricing Schedule for the vehicles you have requested ("Pricing Schedule"). Any vehicles not listed on the Pricing Schedule that you would wish to hire will be subject to our usual tariff charges, which may be obtained upon request.
- 8.4 The Pricing Schedule will set a period for the pricing to be valid. If the Pricing Schedule does not specify a period for when the prices are valid, the prices are valid for the following periods: a) The prices mentioned for Flexible Hire are valid for 28 days; b) the prices stated for 3 Months+ are valid for 90 days from the date the rates were generated; and (C) the prices stated for 12 Months+ are valid for 180 days from the date the prices were generated. As a result, any vehicles rented after the 28-day, 90-day, or 180-day term may be subject to a different Pricing Schedule.
- 8.5 Notwithstanding, clause 24.7, we shall review our prices from time to time and inform you 28 days in advance (Notice Period) of any resulting price changes and the date from which they shall take effect.
- 8.6 If we, with your consent, order a vehicle from the manufacturer in order to fulfil a specific/bespoke request made by you, the Rental Charges shall commence on or before the 7th day of the vehicle arriving into stock at Autolease Ltd. the date specified on the Booking Form (or otherwise agreed between us) and the date the vehicle is made available to you (not the date of On-Hire). Any variation of this clause 8.6 must be in accordance with 33.8.
- 8.7 You will be responsible for the Rental Charges if you request a temporary replacement vehicle ("TRV") from us at any point during the Rental Period. This will be charged at the current rate as specified in the Pricing Schedule.
- 8.8 At any point during the Rental Period we reserve the right to adjust the Charges with immediate effect:
- 8.8.1 to reflect regulatory and trade organisation changes that have been imposed on us; and/or
- 8.8.2 to account for any increases in supplier and/or manufacturer rates or costs resulting from or related to any change in our circumstances, whether reasonably foreseen or not.
- 8.8.3 in the event that section 8.8 is invoked, we shall use reasonable efforts to provide you with reasonable notice.
- ## 9 Rate Calculations
- 9.1 Monthly Hire rates are calculated as a Weekly rate, multiplied by 52 and divided by 12.
- 9.2 Weekly rates are calculated by multiplying the Monthly rate by 12 and dividing by 52
- 9.3 Daily rates are calculated as 1/7 of the Weekly rate
- 9.4 Rentals commencing or ending part way through a month are calculated on a daily pro rata basis.
- 9.5 If you rent a vehicle on a 12 month+ plan, the charges for additional equipment will be spread out throughout the rental period.
- ## 10 Cancellation
- 10.1 You may cancel any booking before the start Date.
- 10.2 You will not be charged if you cancel a Booking, unless the Vehicle was subject to Special Terms agreed between you detailed in the Vehicle Order Form where the order required us to incur costs in relation to the Vehicle either before the Start Date or during the agreed Rental period (including any agreement to install Additional Equipment on the

Vehicle), in which case we will apply the charges set out in the Vehicle Order Form (including failed delivery charges and any Administration Fee).

11 Cancellation by Autolease Ltd

- 11.1 Occasionally, Autolease Ltd may not be able to supply a vehicle that has been ordered by the Hirer. In the event this occurs, Autolease Ltd will advise the Hirer which Vehicles they ordered can no longer be supplied and Autolease Ltd shall cancel the order. Autolease Ltd shall not be held liable for any costs or losses incurred by the Hirer in the event they have to cancel the order but shall use reasonable endeavours to find a suitable replacement at a suitable price.

12 Delivery & Collection

- 12.1 Delivery & collection of vehicles can be arranged at the time of order. The costs are detailed in the Customers Pricing Schedule.
- 12.2 Delivery & Collection charges are calculated at a pence per mileage rate, commencing from Autolease Ltd head office (DE65 5AU) – Please see refer to our Table of Charges.
- 12.3 Customers are entitled to collect or return their Rental vehicle from Autolease Ltd if they choose.
- 12.4 Where a failed delivery or collection (abortive) exists Autolease Ltd will levy an Abortive Charge at the prevailing rate detailed in the table of charges.

13 Rental Start Date

- 13.1 The Hirer is responsible for inspecting the Vehicle immediately upon Vehicle Handover.
- 13.2 You or your representative may be requested to sign an electronic device or document (the "Vehicle Inspection Report") prior to the Rental Start Date to validate the condition of the Vehicle at the Rental Start Date. You agree and recognise that any of your workers may sign a Vehicle Inspection Report on your behalf.
- 13.3 If a Vehicle is delivered with damage that is not recorded on the Vehicle Inspection Report, the Hirer must report such damage to Autolease Ltd within 4 Working Hours by email and provide full details of the damage, attaching digital photographs. If an email is not received within 4 working hours of delivery, the Hirer will be deemed to have accepted the Vehicle in good mechanical and cosmetic condition and neither Autolease Ltd nor any of its agents shall be responsible for any damage not so notified.
- 13.4 If we attempt to deliver a Vehicle to a location specified by you at the start of the Rental Period or if you fail to collect the Vehicle on the Start Date (as applicable) and you are not available to receive the Vehicle or do not collect the Vehicle, we reserve the right to charge you for costs set out in our Table of Charges in any and all failed deliveries, and if the Rental Period is for 3 Months + or 12 Months+, you will be liable to pay the Rental Charges from the start of the Rental Period. We will make every effort to reschedule an acceptable delivery date or offer to reschedule if necessary.

14 Reporting Missing Items Upon Delivery

- 14.1 In addition to checking the Vehicle for damage the Hirer is responsible for checking Vehicles are delivered with any items such as satellite navigation discs, luggage nets, parcel shelves, locking wheel nut etc. The Hirer must report any missing items within 4 Working Hours of delivery. If an email is not received within 4 Working Hours of delivery, the Hirer will be deemed to have accepted the Vehicle with all

appropriate items present and neither Autolease Ltd nor any of its agents shall be responsible for any damage not so notified.

- 14.2 All items signed for upon delivery of the Vehicle will be deemed to have been provided upon delivery and will be charged for if not returned with the Vehicle at the end of the Rental

15 End of Rental

- 15.1 It is the Hirer's responsibility to ensure the vehicle is returned (at the hirers own expense), to Autolease Ltd, unless specified in the Pricing Schedule
- 15.2 Where the Hirer has agreed terms for Autolease Ltd and/or its agent to collect a vehicle, a Autolease Ltd, will use its reasonable endeavours to arrange for each Hired Vehicle to be collected from the agreed location on the Hire Period End Date or such other date as may have been agreed between Autolease Ltd and the Hirer but neither Autolease Ltd nor its agent shall be liable for any storage charges, insurance premiums or any other expenses or loss of any description incurred or suffered by the Hirer as a result of any failure to do so.
- 15.3 The Hirer shall pay all rentals accrued up to the date of such termination together with all other monies due to Autolease Ltd under the Rental Agreement and shall remain liable in respect of any damage to the Autolease Ltd.
- 15.4 Where the Vehicle is on a **Flexible** Plan, you may
- 15.4.1 return the Vehicle on the Return Date, or
- 15.4.2 before or after the Return Date
- 15.5 Where the vehicle is on a **3 Month+** Plan, you must
- 15.5.1 return the Vehicle on the Return End Date; or
- 15.5.2 request an extension where you will be able to return the vehicle after the Rental End Date.
- 15.6 Where the vehicle is on a **12 Month+** Plan, you must
- 15.6.1 return the Vehicle on the Return End Date; or
- 15.6.2 request an extension where you will be able to return the vehicle after the Rental End Date.
- 15.7 If you return a vehicle on a 3 Month+ or 12 Month+ Plan prior to the agreed Rental End Date, the following Claw Back charges will apply;
- 15.7.1 **3 Month+**; a charge for the difference between the agreed rate and the 28 day+ rate up to the Return Date
- 15.7.2 **12 Month+**; a charge for the difference between the agreed rate and the 12 Month+ rate up to the Return Date
- 15.7.3 if the Rental Period is less than the Minimum Rental Plan term you will remain liable for the Rental Charges for the entire Minimum Period
- 15.7.4 We shall invoice you for all outstanding Additional Equipment charges as of the date of Off-Hire if any Vehicle is Off-Hired before the charges for any Additional Equipment have been paid in full.
- 15.8 For the vehicle to be Off-Hired:
- 15.8.1 It must be returned to us during Business Hours on the return date; or
- 15.8.2 You have made arrangements for us to collect the vehicle on the return date and the vehicle has been made available to us; or
- 15.8.3 if the Vehicle has been stolen, the date you provide the crime reference number (clause 6.12 still applies); or
- 15.8.4 if the Vehicle has been deemed a total loss, when settlement in full is received from you for the replacement cost (calculated in accordance with market value using CAP HPI Retail index)

- 15.8.5 if the Vehicle is not returned in accordance with clause 15.14, upon completion of the Repair Damage as set out in clause 12.3
- 15.9 All Vehicles will be inspected by Autolease Ltd and/or a nominated agent to ensure the vehicle is being returned with no additional damage to that noted at the Rental Start Date.
- 15.10 An initial inspection will be conducted where any obvious damage will be noted. A second inspection will be conducted at our premises when the vehicle is valeted and where light and weather conditions do not compromise a full inspection. This second inspection will be carried out as soon as practicable after the vehicle has been returned.
- 15.11 In the event that the Hirer has repaired a Vehicle during the life of the Hire, and this repair has not been completed to a satisfactory standard, Autolease Ltd shall re-repair the Vehicle to the Vehicle Return Standard and shall re-charge the cost of such repair to the Hirer.
- 15.12 When the keys to the Vehicle are handed over to our representative (unless under clause 15.8.3, where this is not applicable unless you have spare keys) and the person returning the Vehicle signs the returning Vehicle Inspection Report, the Off-hire is complete (except that the returning Vehicle Inspection Report do not need to be signed if Clause 15.8.3 apply).
- 15.13 If we attempt to collect a Vehicle from you at a location specified by you at the end of the Rental Period and you are not available (or otherwise unable) to return the Vehicle, we reserve the right to charge you for an abortive collection in addition to any Rental Charges for each Rental Day (or part day) after the date we attempted to collect the Vehicle at the end of the Rental Period. We will make every effort to reschedule a convenient collection date, or you can return the vehicle to our office.
- 15.14 At Off-hire, you shall return the Vehicle in the same condition as was identified in the Vehicle Inspection Report (fair wear and tear excepted).
- 15.15 If you fail to return the Vehicle in accordance with Clause 15.14 and the Vehicle is (in our reasonable opinion) economical to repair, the Rental Charges will be recalculated to include the time of repair, the time to obtain authorisation for such repair.
- 15.16 If you fail to return the Vehicle in accordance with Clause 15.14 and the Vehicle is (in our reasonable opinion) beyond economic repair you will be liable to pay the market value (using CAP HPI Retail index) of replacement of the Vehicle less any salvage value where applicable (notified to you by us) (the "Market Value"), and the Rental Charge, which shall be payable from the date of return of the Vehicle until the date we receive from you payment of the Market Value
- 15.17 If you fail to return the Vehicle on the Return Date due to theft of the Vehicle and the Vehicle is not recovered, you will be liable to pay us the Rental Charge until settlement in full is received from you for the replacement cost (calculated in accordance with market value using CAP HPI Retail index).
- 15.18 If any evidence of smoking is found upon return of a Vehicle, or if the Vehicle is otherwise excessively dirty or unusable, we reserve the right to charge the valet fee, as well as any other associated fees set out in our Table of Charges.

16 Termination

- 16.1 If you do not comply with these Terms, we may terminate your Rental and you will not be able to use our Services (including placing other orders). If you try to create a new Rental in order to avoid this, we reserve the right to terminate any live rentals and any other existing Rentals you may have.
- 16.2 In the event of a repudiation of the Rental Agreement by Autolease Ltd you will no longer be able to use our Services or place new Vehicle Orders through us. If you have any outstanding Vehicle Orders when we terminate your Rental, we reserve the right to cancel these orders where you will not be entitled to a refund.
- 16.3 For the avoidance of doubt, each individual Rental you enter for the use of Vehicles may be terminated in accordance with the relevant Rental Agreement.
- 16.4 If you fail to return the Vehicle to Autolease Ltd promptly at the end of the Hire period where no extension has been granted or upon termination to breaches of our Agreement, Autolease Ltd reserve its right to;
- 16.4.1 instruct its vehicle recovery partners to repossess the vehicle
- 16.4.2 inform the appropriate authorities that the vehicle is being used without the consent of Autolease Ltd
- 16.4.3 Pass on all of the associated recovery costs to repossess the asset, including any remedial repair work to the condition of the vehicle.
- 16.4.4 Upload the Hirer's personal and/or company information to selected UK Risk Registers / databases. Such information is used by Rental and Leasing companies throughout the UK for the sole purpose of qualifying potential customers in preventing, detecting and controlling fraud and other losses. Information held on Risk Databases are shared according to Data Protection guidelines
- 16.5 Termination will not affect the right of Autolease Ltd to recover any amounts owed by you pursuant to these Terms.
- 16.6 Upon a Rental termination, Autolease Ltd reserve the right to recover all Rental payments that are due and overdue for the full Rental period. Any deposit held will be released to the Autolease Ltd following the satisfaction of all invoices for the Rental being terminated;
- 16.6.1 should the Hirer fail to operate within our Terms & Conditions, and/or accumulates excessive PCN's, exceeds the Rental mileage allowance, causes excessive damage to the vehicle, fails to maintain timely payment terms as set out in the Rental, and/or continues to use the vehicle without the consent of Autolease Ltd, Autolease Ltd reserves the right to: Refer to **Error! Reference source not found.**
- 16.6.2 retain any refundable deposit balance for a period of at least 4 weeks (to allow receipt for unknown items such as PCN charges etc.)
- ## 17 Loss of Use
- 17.1 The Hirer will be liable to pay rental charges at the agreed rate detailed in the Pricing Schedule for the period during which the vehicle is being repaired
- 17.2 The Hirer will be liable to pay rental charges at the rate set out in the Rental Agreement for the period between a vehicle being stolen and, if applicable returned to us

- 17.3 The Hirer will be liable to pay rental charges at the rate set out in the Rental Agreement for the period between a vehicle being written off and/or stolen, and the insurance provider satisfying the vehicle loss to Autolease Ltd.

18 Excess Mileage

- 18.1 Rental Charges are calculated (in amongst other things), in accordance with your estimated annual mileage (Estimated Annual Mileage). It is important to provide us with the most accurate predicted mileage to mitigate potential excess mileage charges. You must inform us if you believe that the vehicle(s) will exceed the estimated mileage the rental rate(s) has been based on
- 18.2 Autolease Ltd reserves the right to track your actual mileage ("Actual Mileage") throughout the Rental Period (whether via information provided by or requested by you, or at any time we have contact with the Vehicle, such as for a service or repair, or via a Telematics Device) and compare it to your Estimated Annual Mileage. If your Actual Mileage exceeds or is likely to exceed the Estimated Annual Mileage (on a pro rata basis), we reserve the right to:
- 18.2.1 invoice you for the Excess Mileage retrospectively over the Rental Period already expired such sum as set out in the Pricing Schedule for every mile the Actual Mileage exceeds the Estimated Annual Mileage (on a pro rata basis); and/or
- 18.2.2 adjust your Estimated Annual Mileage for the remainder of the Hire Period to reflect your Actual Mileage and therefore adjust the Rental Charge accordingly for the remainder of the Hire Period
- 18.3 Should mileage updates be false or mis-represented either through error or with intent to conceal true mileage, it is considered a breach of the Rental and either an excess mileage charge will be applied or, Autolease Ltd reserve the right to charge the hirer any residual value shortfall against the vehicle market value (CAP HPI Retail index) at the date the vehicle is returned to Autolease Ltd, plus an administration fee of £250.00+ Vat.
- ## 19 Fuel Charges
- 19.1 Upon Off-Hire, the fuel level will be recorded at the point of hand-over. The Hirer shall pay the cost of any replacement fuel at the rate published in the Table of Charges.

20 Insurance

- 20.1 The Hirer shall insure that all Vehicles are kept fully and comprehensively insured at all times.
- 20.2 The Hirer agrees to keep all insurance payments up to date and in the event that it falls into arrears with such payments it shall immediately notify Autolease Ltd in writing.
- 20.3 You add the vehicle to the Motor Insurance Bureau's database
- 20.4 You notify your insurers that you are neither the registered owner nor keeper of the Vehicle and that we will retain and dispose of any salvage of the Vehicle(s) in accordance with the ABI's Code Of Practice for the Categorisation Of Motor Vehicle Salvage;
- 20.5 The Hirer may not use or permit the use of the Vehicles for any purposes which may invalidate their insurance.
- 20.6 The Hirer shall provide Autolease Ltd with up-to-date copies of their Motor Vehicle Insurance Certificate and the Motor Vehicle Insurance Schedule to evidence that the policy covering our Rental vehicle has the appropriate insurance cover. This is required prior to the Rental Start

Date and within 2 weeks of the renewal date. In addition, the Hirer must notify Autolease Ltd in writing if it changes its Vehicle Insurer.

20.7 The Hirer must report any Insurance Claims to Autolease Ltd within 3 working days of the Insurance incident date.

20.8 The Hirer shall indemnify Autolease Ltd against any loss or damage to the Vehicle not recoverable from their Insurer or a third-party insurer.

20.9 The Hirer is responsible for insuring the Vehicles from the time and date that the Vehicle is handed over to the time and date at which the Vehicle is returned to Autolease Ltd at or following the end of the Rental. For the avoidance of doubt, the Hirer is responsible for insurance for the period between the Rental End Date and the Actual return Date.

20.10 The Hirer warrants that it will notify its insurer of all Vehicles supplied to them by Autolease Ltd so that such Vehicles can be added to the Motor Insurance Database.

20.11 The Hirer must advise Autolease Ltd in writing if a vehicle sustains more than £1,000.00 worth of damage, within 14 days of the estimate being available

21 Insurance Claim Procedures

21.1 If a Vehicle has been stolen or written off, the Hirer must notify Autolease Ltd by email within 2 working days to hello@mojorent.com.

21.2 Autolease Ltd will liaise with the Hirer's Insurer and provide them with a settlement figure for the Vehicle. Rental charges, including excess rental charges, on the Vehicle will continue to be charged to the Hirer until the point at which Autolease Ltd receives payment for the Vehicle in full, from either the Insurer or the Hirer.

21.3 If the Hirer fails to ensure their Insurer has all the information it needs to process a claim, Autolease Ltd reserve the right to invoice the Hirer direct for the full value of the insurance claim and the Hirer will be required to pay such invoice within 30 days.

21.4 In any event, if the Insurer has not paid Autolease Ltd for the Vehicle in full within 6 months of the incident date, the Hirer will have to pay for the Vehicle in full and seek recovery of their losses direct from their Insurer.

21.5 Assuming the Insurer settles directly with Autolease Ltd, Autolease Ltd will charge the Hirer for any policy excess they may have at the point at which settlement is made.

22 Road Traffic Offences

22.1 If a Vehicle is involved in a Road Traffic Offence, the following procedures apply:-

22.1.1 **Speeding Fines:** Autolease Ltd shall advise the relevant Local Authority the Vehicle is on Hire to the Hirer named on the Rental Agreement so that they can then deal with the Hirer direct on the matter.

22.1.2 **Parking Fines:** Depending on the Local Authority or Private Parking Operator, Autolease Ltd shall either pay the fine and re-charge the Hirer or shall advise the Local Authority or Private Parking Operator that the Vehicle is on Hire to the Hirer names on the Rental Agreement so that they can deal with the Hirer direct on the matter.

22.1.3 **Congestion and other Penalty Charge Notice Charges:** Autolease Ltd shall pay the Congestion Charge and recharge the Hirer.

22.1.4 **Other Road Traffic Offences:** Depending on the Local Authority, Autolease Ltd shall either pay the fine and recharge the Hirer or shall advise the Local Authority that the Vehicle is on Hire to the Hirer

named on the Rental Agreement so that they can deal with the Hirer direct on the matter.

22.1.5 **Motor Insurance Database Related Fines:** Autolease Ltd shall charge the Hirer for all costs it incurs as a result of the Hirer failing to ensure its Vehicles are recorded on the Motor Insurance Database, including an administration charge.

23 Out of Rental

23.1 Some of Autolease Ltd offers, are dependent on a Commercial arrangement with either a Vehicle Manufacturer and/or one of its appointed and licenced dealers. These Commercial arrangements provide a competitive and affordable solution to the hirer. Autolease Ltd can be financially penalised if a vehicle under one of these Commercial arrangements is compromised due to either a late return and/or a returned vehicle with excessive mileage. Should a vehicle be returned 21 days or more after the Rental Termination date, and/or in excess of the maximum mileage allowance, both of which are stated within the Vehicle Order form and/or Rental Agreement, it will be deemed "Out of Rental".

23.2 Autolease Ltd reserve the right to charge the Hirer a rental surcharge and/or any residual value shortfall against the vehicle market value at the date the vehicle is returned to Autolease Ltd, plus an administration fee of £250.00+ Vat, and/or any financial penalty Autolease Ltd incurs (whichever is the highest).

23.3 The market value is calculated using CAP Hpi Retail index at the date the vehicle goes Out of Rental with a mileage equal to the free Rental Mileage Allowance. Excess rental and excess mileage charges would be applicable to the date the vehicle is returned and at the odometer reading at the time of inspection.

23.4 Any associated charges would be chargeable to the Hirer as in any normal vehicle return process.

24 Charges & Payment Terms

24.1 You shall pay us in accordance with the Agreement, and any other amount due to us by you under the Agreement.

24.2 Payment Terms are set out in the Vehicle Order and Pricing Schedule.

24.3 Invoices are raised and issued on or around the 15th day for the month of hire.

24.4 Payments are collected by Direct Debit.

24.5 Autolease reserve the right to review and amend our prices on all products upon 28-day notice period.

24.6 Where an increase exceeds RPI, you have the right to return any vehicle affected within the 28-day notice period

24.7 Any additional equipment (if any) that has been calculated over the rental period will cease.

24.8 If the Vehicles are still on-hire to you after the 28-day notice period has expired, you will be deemed to have accepted the Charges adjustment and will be charged at the notified rate after the 28-day notice period has expired.

24.9 In the event that our increase to the Charges exceeds RPI, you shall have the right to return any Vehicle taken under a 12 Month+ product within the Notice Period

25 Missed and/or Late Payments

25.1 Autolease Ltd reserve the right to apply an administration charge for a bounced and/or returned payment at the prevailing rate detailed in the table of charges

25.2 An administration charge will be applied for payments that are over 6 days late at the prevailing rate detailed in the table of charges

25.3 Autolease Ltd reserve the right to repossess a vehicle where the Hirer defaults on a payment at the full cost of the hirer, if;

25.3.1 the Hirer fails to operate within our Terms & Conditions and/or accumulates excessive PCN's, exceeds the mileage allowance, causes excessive damage to the vehicle and fails to maintain timely payment terms.

26 Keys

26.1 Spare keys are not issued with the vehicle.

26.2 All keys issued with the vehicle, are the responsibility of the Hirer. All costs associated and incurred as a result of lost key(s) will be the responsibility of the Hirer (example replacement keys, replacement locks, re-programming of master keys, vehicle recovery, loss of use etc.).

26.3 Please refer to Table of Charges for costs

27 Vehicle Modifications

27.1 The Hirer is not permitted or to authorise anyone else, to modify or work on or attach or affix anything to the Vehicle without Autolease Ltd's written permission. Any additions, alterations or modified parts fitted without such permission shall become part of the Vehicle and shall belong to Autolease Ltd, and the Hirer shall be responsible for any costs in returning the Vehicle to its pre-modified condition.

28 Vehicle Maintenance & Tyres

28.1 Where a vehicle has been supplied on a "Maintenance Inclusive" agreement, the Hirer is responsible to inform Autolease Ltd of all routine servicing and maintenance due from the Rental Start Date to the Rental End Date (which includes tyres, servicing and arranging MOTs). It is the Hirer's responsibility to ensure maintenance compliance in accordance to that set out by the manufacturer. In the event a hirer allows the vehicle to miss or severely over run a scheduled service, a charge will apply.

28.2 Where a vehicle has been supplied on a "Non-Maintenance" agreement, the Hirer is always responsible at its own expense to ensure that whilst on Rent, the Rental Vehicle(s) are fully maintained and serviced

28.2.1 kept in good condition and working order by suitably qualified persons in accordance with:

28.2.2 the relevant Vehicle Manufacturer's recommendations and guidance applicable to such vehicle; and

28.2.3 any requirements specified in the supplied vehicle handbook

28.3 If you fail to arrange a service when due, we reserve the right to recover any losses we incur which are caused by the failure to carry out the service at the time it was due.

29 Security Deposit

29.1 Subject to the type of hire, a security deposit may be required

29.2 The value of the security deposit will be detailed in the Vehicle Order and will be required prior to the Rental Start Date

29.3 Security Deposits are returned 10 working days after the Actual Return Date. This is to allow notification of potential Traffic Offences

30 Roadside Assistance

30.1 All vehicles are covered under the vehicles' manufacturer 24/7/365 Roadside Assistance service. This service is included within the Rental unless the vehicle failure is as a result of:

- 30.1.1 Accident and or/damage
- 30.1.2 misuse or negligence of the Hirer
- 30.2 The Hirer will be responsible for all associated costs relating to and incurred due to incidents set out in clause 30.1.1 and 30.1.2

31 Use of Vehicle Abroad

- 31.1 We will endeavour to support all overseas requests.
- 31.2 In all cases, the Hirer must seek authorisation from Autolease Ltd prior to using the vehicle outside of mainland UK.
- 31.3 The Hirer must obtain the relevant and necessary documentation to operate the vehicle overseas from Autolease Ltd, prior to the vehicle leaving mainland UK.
- 31.4 If we consent;
 - 31.4.1 A VE103 Form must be obtained from us and the prevailing fee for this document will be applied (Please refer to Table of Charges)
 - 31.4.2 The Hirer will be responsible for all costs associated and incurred to repatriate the vehicle whilst the vehicle is overseas

32 Our liability to you under these Terms

- 32.1 Autolease Ltd is not responsible for:
 - 32.1.1 losses not caused by Autolease Ltd's breach
 - 32.1.2 indirect losses (which means losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by Autolease Ltd and you at the time of entering into these Terms (such as loss of profits, income or loss of opportunity);
 - 32.1.3 failure to provide the Services where such failure is due to events beyond Autolease Ltds control (e.g. a Manufacturer failure).
- 32.2 If you choose to use the site and the Services, you do so at your sole risk. The Site and Services are provided "as is". Autolease Ltd makes no promises that the Site or Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. Autolease Ltd makes no promises regarding the quality of the Services or the timeliness of any content obtained through the Site or Services
- 32.3 If Autolease Ltd is in breach of these Terms or are otherwise liable to you for any other type of claim we shall only be liable for a maximum amount of £5,000 in respect of all such losses, damages or claims.

33 General

- 33.1 Any notice or other communication given to you in connection with these Terms may be sent by email to the latest address or by post to such address as Autolease Ltd holds for you.
- 33.2 Except as otherwise agreed in these Terms and required by law, each party agrees with the other to keep secret and not share (except with its employees, contracts and advisers (where relevant)) any confidential information it receives from the other party through these Terms.
- 33.3 Both parties agree that these terms are fair and reasonable in all circumstances. However, if any part of these terms is disallowed or found to be ineffective by a court or regulator, the other provisions shall continue to apply.
- 33.4 If either party does not take action against another party, the party who chose not to take action is still entitled to use it rights and remedies in any other situation when these Terms are breached.
- 33.5 These Terms are for the benefit of you, and no term of these Terms will be enforceable by any other person that is not a party to it including any enforcement through the Contracts (Rights of Third Parties) Act 1999.

- 33.6 Neither Party will be liable, except as specified in this clause, for any failure to perform, delay in performing or imperfect performance of any obligation under the Agreement, except for failure to pay the Charges, to the extent that such failure, delay or imperfect performance is caused by a Force Majeure Event.

- 33.7 If either Party is affected by a Force Majeure Event it shall promptly notify the other Party of the nature of the Force Majeure Event, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance.

- 33.8 An amendment made by you to the Agreement is ineffective unless it is in writing, expressly purports to amend the Agreement and is executed by both you and us

34 Use of data

- 34.1 Autolease Ltd will process any personal information we obtain in the course of providing our services to you in accordance with the General Data Protection Regulation (GDPR) as per ICO standards and in line with our Privacy Policy. For information on how Autolease Ltd store customer data, please visit www.mojorent.com/privacy-policy/ for our privacy policy.

35 Disputes

- 35.1 If you are dissatisfied in any way with your Rental, you may make a complaint to Autolease Ltd at any time by contacting us by email to hello@mojorent.com or by post to Autolease Ltd, Complaints Team, The Corn Loft, Sapperton Park, Sapperton Field Lane, Church Broughton, DE65 5AU. Autolease Ltd will aim to deal with your complaint in 3 working days. If we have not resolved your case within 3 working days, then a member of the team will acknowledge receipt using the contact details you provided and keep you updated on the progress. On occasion, Autolease Ltd may appoint a third party to handle your complaint.

36 Governing Law

- 36.1 These Terms shall be governed by and construed in accordance with English law.