

When you submit a booking with StudentLease this means you agree on the terms and conditions of StudentLease. It is important you carefully read these terms and conditions before you make a booking with StudentLease.

Company information

StudentLease
Luchthavenlaan 21 (not a pick-up location)
5042 TA Tilburg

Telephone: (+31) 13 203 21 11
E-mail: info@studentlease.eu
Website: www.studentlease.eu

KvK-number: 595 288 18
VAT-number: 8535 36 521 B01
IBAN-number NL24 RABO 0145 2711 88

Privacy

StudentLease needs your personal information to make a booking. Your personal information will be handled with care by StudentLease and will not be provided to third parties.

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Terms and conditions

Definitions

In these terms and conditions shall apply:

- **Vehicle:** vehicle or other property that is the subject of the rent agreement.
- **Renter:** the person or legal entity that, as a renter, signs the rent agreement.
- **Driver:** the actual driver of the vehicle.

Article 1 – Determination of the price, other costs and the rent period

The rental agreement is signed for a period and rate as it is mentioned in the rental agreement or otherwise agreed in writing. Only after permission of StudentLease the renter is allowed to return the vehicle outside the opening hours, as mentioned on the website, of StudentLease. In that case the renter remains liable for all damage that occur until the next time StudentLease is open and has received the vehicle for inspection.

Article 2 – Extension of the rental period

The renter is obliged to return the vehicle on the day and at the time as they are mentioned in the rental agreement to the company and address as is mentioned in the rental agreement, unless otherwise is agreed upon extension of the rental period.

Article 3 – Exceeding the rental period

If the vehicle is not returned to StudentLease or an agreed upon third party within the rental period as it is mentioned in the rental agreement or possible prolonged rental period, StudentLease is entitled to confiscate the vehicle immediately. Any costs for taking back the vehicle are applied charges to the renter. Renter's obligations arising from the terms and conditions will apply until the moment that the vehicle is returned to StudentLease, where the renter is obliged to pay an increased amount of €36,90,- (incl. VAT) for each extra day on top of the normal rental price, where part of a day counts for a day, without prejudice to the obligation of the renter to pay compensation for damage suffered by StudentLease. This increase of € 36.90, - (incl. VAT) per additional day shall not apply if the renter can prove in writing that the excess of the rental period is due to circumstances beyond their control.

Article 4 - Cancellation

With regard to the cancellation of your booking we require the following fees:

- Up to 14 days before the reservation we charge a cancellation fee of 20% of the total rental price.
- Between 14 days and 7 days prior to the reservation we charge a cancellation fee of 45% of the total rental price.
- If you cancel less than a week before the start of the reservation, we can not refund money.

For our long-lease vehicles we charge a one-time cancellation fee of € 150, - per vehicle.

Article 5 – Payment

1. The deductible for our vehicles is €2.500,- (incl. VAT). The deductible can be reduced to €750,- (incl. VAT) upon payment of €3,- per day.
2. The deductible for additional options is €150,- (incl. VAT) per claim.
3. The renter pays a deposit of €250,- for Short Rent vehicles.
4. The renter pays a deposit of € 500, - for Long Lease vehicles and this deposit needs to be payed at least 7 days prior to the pick-up date as mentioned in the rental agreement.
5. The renter's debts are debts payable at the address of StudentLease. It can be demanded that rental payments as well as deposits are payed prior to the start of the rental period. If the advance payment exceeds the total rental payment, it also seeks to pay all other amounts the renter owes to StudentLease. The deposit covering the deductible is not returned sooner than when the vehicle is returned and inspected. In case of damage, the deposit covering the deductible is not returned before the it is clear that the extent of the damage not exceeds the amount of the deductible, after which at most the deposit covering the deductible minus the cost of the damage is returned within a maximum of 2 months.
6. StudentLease shall at all times, both at the signing of the rental agreement as with any extension thereof, be entitled to demand payment security or an payment by credit card by the renter. Such authorization is irrevocable.
7. Payment needs be made immediately after expiry of the rental term unless otherwise agreed. Concerning Short Rent vehicles this is the entire booking amount. Concerning Long Lease vehicles this is a deposit of €150,- after which the renter has to pay monthly in advance and no later than the first day of the month. The deposit will be deducted from the first monthly payment. If the renter does not pay on time, he is without requirement of default by operation of law in default. From the date of default renter owes the outstanding amount of payables plus statutory interest rate of 2% per annum over this amount, whereby part of a month counting as one month.
8. If the renter even after summons fails to pay the amount due, he is obliged to pay for collection costs made by StudentLease. Collection costs mean all the costs

StudentLease in court and outside makes for the recovery of the amount due with a minimum of 15% of the amount due or, if the amount owed is less than € 2500, - (incl. VAT) with a minimum of € 75, - (incl. VAT).

Article 6 – Costs related to the use of the vehicle

During the rental period, costs related to the use of the vehicle, for example but not limited tolls and the cost of fuel, cleaning and parking expense are costs for the renter, as well as subsequent costs, for example but not limited traffic fines plus administrative costs of € 25, - (incl. VAT).

Article 7 - Use of the vehicle

1. Renter needs to carefully make use of the vehicle and make sure to use the vehicle as it is intended.
2. The renter must return the vehicle in his original condition back to StudentLease. Renter is required to undo all the changes and additions made by him or on his behalf; renter can not claim any right to compensation regarding this issue.
3. Renter is obliged to sufficiently secure vehicle loading.
4. Only persons that are listed in the rental agreement as driver - possibly in the capacity of renter - may drive the vehicle. The renter is not allowed to make the vehicle available to a person who is not listed as a driver in the rental agreement.
5. For each vehicle there is a maximum of 5 drivers per rental period.
6. Renter must ensure that all drivers have the capability and the physical and mental state required for driving the vehicle in all the countries he reproach.
7. Renter is not allowed to rent out or otherwise lent out the vehicle to another person, except if the renter has written permission of StudentLease.
8. The renter is not allowed to connect StudentLease to third parties or to make it appear so.
9. In the case that the renter loses control over the vehicle, he shall immediately inform StudentLease, via the telephone number as it appears on the website.
10. Renter is not allowed to take hitchhikers or animals along the vehicle, use the vehicle for driving lessons or vehicle races, speed, driving skill or reliability tests.
11. During the time the renter has the vehicle, the cost of using the vehicle, for example but not limited fuel, storage, washing and tire or windscreen repair, are on behalf of the renter.
12. The renter is obliged to return the car clean. Failure to meet this obligation, a cleaning fee may be charged with a minimum of € 25, - (incl. VAT).
13. Renter is obliged to return the vehicle with a full fuel tank. Failure to meet this obligation, tank costs plus an administration fee of € 25, - (incl. VAT) will be charged.
14. Renter must correctly attach and install tools like snow chains and brake hoses. Any damage is borne by the renter.
15. Renter must refuel the vehicle with the appropriate fuel. Any damage caused is by the use of unsuitable fuel is borne by the renter.
16. In case of damage or defects to the vehicle, the renter is not permitted to use the vehicle if it may lead to worsening of the damage or the defects, or reducing road safety.
17. In the event of any occurrence from which damage can arise, renter is obliged:
 - StudentLease must be immediately notified by telephone, using the telephone number as it appears on the website;
 - follow the instructions of StudentLease;
 - in case of a traffic accident: to alert the local police;
 - solicited and unsolicited to provide all the information and all documents relating to the event to StudentLease or his insurer or third parties involved;

- in case of an accident: to submit a completed and signed claim form to StudentLease within 48 hours;
 - refrain from admitting guilt in any form;
 - do not leave the vehicle without having properly protect it against the risk of damage or loss;
 - to give Studentlease and by StudentLease appointed persons all requested assistance to collect claims from third parties or to protect StudentLease against claims from third parties.
18. Renter is obliged to ensure that the driver, passenger and other users of the vehicle fulfil the obligations and prohibitions of this article.

Article 8 – Liability of the renter for damages

1. If there is no description of the damage to the vehicle made by the parties, the renter is supposed to have received the vehicle intact with no damage to the vehicle.
2. Renter is liable for all damages incurred as a result of any event during the rental period or otherwise related to the rental of the vehicle, subject to the following.
3. If there is agreed upon a deductible in the rental agreement, the renter's liability for damages per claim is limited to the amount of the deductible, unless:
 - damage caused during or as a result of acts or omissions in breach of Article 7;
 - the damage was caused as a result of use of the vehicle off-road, or use of the vehicle on terrain for which the vehicle is clearly not appropriate, or where the renter or driver is given the attention that entering is at own risk;
 - the damage occurred with the consent of, or by intent or gross negligence of the tenant;
 - the vehicle is rented or re-let to a third party, even if StudentLease has consented;
 - damage resulting from any harm by or with the vehicle caused to third parties, and violation of the liability insurance of any provision of the policy conditions;
 - damage caused by loss of the vehicle and / or the car keys or operational items associated with the vehicle (for example, but not limited to the registration and insurance documents) not all are returned to StudentLease;
 - the damage is the result of the realization of the danger associated with transporting, storing, loading and unloading of dangerous, explosive, flammable, oxidizing or toxic substances.
4. If a insurance contract against the risk of damage to the hull or provided a benefit against the risk of liability to StudentLease or to a third party is signed that is mandatory by StudentLease or not, shall not affect the liability of the renter.
5. If the damage is caused by any loss of or caused by the vehicle, the size of which is determined in advance based on the compensation payed to the directly affected party plus any other damage claims from StudentLease.
6. The damage caused by the inability to rent out the vehicle during the period of repair or replacement is determined in advance on the number of days it takes to repair.

Article 9 – Repairs of the vehicle

1. The renter is required to pay the cost of minor repairs, unless these are necessitated caused by the failure of StudentLease to comply with its obligation to remedy defects.
2. Repairs should be carried out in one of the garages designated by StudentLease. If that is not reasonably possible, the repair work must be done by a garage belong to the network of the importer of the brand in question. Renter shall need to get permission of StudentLease before offering the vehicle for repairs.

3. Renter shall first request StudentLease to offer the vehicle for periodic inspection or audit.

Article 10 – Defects to the vehicle and renter’s liability

1. Shortcomings to the vehicle which are not related to careless maintenance of the vehicle can not count as a lack between parties.
2. StudentLease is only bound to rectify defects if StudentLease knew or ought to know these defects at the inception of the rental agreement, and if this is reasonably possible and this requires no expenditure for StudentLease that can not be reasonably required in the given circumstances.
3. In the event of any defects, renter is only entitled to reduction of the rental price if StudentLease knew or should have known the defects at the inception of the rental agreement, and if the defect justifies the reduction of the rental price.
4. StudentLease is only liable for damages resulting from defects if StudentLease knew or should have known the defects at the inception of the rental agreement.
5. Upon termination or partial termination of the rental agreement for not or can not timely delivery of the vehicle caused by a defect in the vehicle by circumstances beyond the control of StudentLease or circumstances not attributable to StudentLease that causes the vehicle can not be used for its destination, StudentLease will refund the rent paid in whole or in part to the renter.

Article 11 - Government imposed sanctions and measures

Renter is financially responsible for all penalties and consequences of government measures imposed in connection with the disposal or use of the vehicle, unless they are related to a defect already present at the start of the rental period. If these sanctions and measures are imposed on the renter, renter must indemnify StudentLease on its first request, with possible additional cost of collection for the renter, with a minimum of €125,- (incl. VAT). If StudentLease is connected with any act or omission of the renter, for example, but not limited a traffic offense or information provided to authorities, renter is obliged to pay the attendant costs, plus administration costs of € 25, - (incl. VAT).

Article 12 - Attachment of the vehicle

In case of administrative, civil or criminal attachment of the vehicle renter remains obliged to fulfil the obligations of the rental agreement, including the payment of the rental price including surcharges, until the moment when the vehicle is free of herds and back in the possession of StudentLease. Renter is obliged to indemnify StudentLease for all costs arising from the attachment if the seizure of the vehicle is caused by the renter.

Article 13 - Termination of the lease

StudentLease is entitled to terminate the rental agreement without notice or judicial intervention and to once again reclaim the possession of the vehicle, without prejudice to his right to compensation for costs, damages and interest, if it appears that the renter during the rental period does not comply or fully comply or will comply in time one or more of the obligations of the rental agreement, if the renter dies, is placed under guardianship, he applies for a moratorium, he is declared bankrupt, regarding him the law on debt repayment is declared applicable, he relocated his place of residents abroad, is seized on the vehicle, or if StudentLease during the rental period acquires knowledge of the existence of circumstances which are such that had StudentLease been aware, StudentLease would not have signed the rental agreement.

Renter shall cooperate with StudentLease to enable StudentLease to once again become in the possession of the vehicle. StudentLease is not liable for damages caused by the termination of the rental agreement

Article 14 - Liability of the renter for behaviours or negligence of others

Renter is responsible for acts and omissions of the driver, passengers and other users of the vehicle, even if they did not have the consent of the renter.

Article 15 - Applicable law

The rental agreement is at all times governed by Dutch law.