

## TERMS & CONDITIONS

1. In this Agreement the following terms shall have the meanings hereby respectively assigned them.

<b>Hirer:</b>	The person named as such overleaf.	<b>Excess Amount:</b>	The sum specified overleaf as the excess amount.
<b>Driver:</b>	The Hirer and/or other person named as such overleaf or any other person specifically approved by the Lessor to drive the vehicle during the duration of this agreement	<b>Excess Waiver Fee:</b>	A fee calculated in accordance with the Lessor's current tariff which limits the Hirer's liability to pay The excess amount to the amount of the non- waivable excess.
<b>Vehicle:</b>	The original vehicle described overleaf or any replacement vehicle	<b>Non Waivable Excess:</b>	The hirer's liability will be limited to the amount of the non-waivable excess if Excess Waiver is purchased in accordance with the Lessor's current tariff or is part of an inclusive tariff rate offered by the Lessor.
<b>Accessories:</b>	The spare wheel, tools and other items with which the vehicle is supplied and any replacement thereof		
<b>Rental Period:</b>	The period from the date and time out stated overleaf until the re-delivery of the vehicle into the physical custody of the Lessor.	<b>Personal Accident, Personal Effects &amp; Goods in Transit Insurance Fees:</b>	Fees which entitle the Hirer to the benefits of the cover set out in the master policies issued to the Lessor.
<b>Rental Charges:</b>	The hire charges for the rental period calculated in accordance with the Lessor's current tariff.	<b>Current Tariff:</b>	The Lessor's tariff current at the commencement of hire.
<b>Refuelling Charge</b>	A surcharge which is added to the cost of the amount of 'Top-Up' fuel needed when the vehicle is returned to the Lessor. Calculated in accordance with the Lessor's current tariff.	<b>The Insurance Policy:</b>	The Lessor's policy of insurance on the vehicle a copy of which is available for inspection at the rental location.

2. The Hirer acknowledges that :

- the vehicle is fit for his purpose and undertakes to return it and its accessories to the place and on the date due back specified overleaf;
- he has received the vehicle free from apparent defects or damage (except as indicated overleaf);
- the Lessor has no liability in respect of any injury, loss or damage arising from the use of the vehicle, nor shall the Lessor be liable for any indirect loss or damage, or, in the case of consumers, damage which was not foreseeable by both parties;
- the Lessor shall not be liable for damages arising from defects or mechanical failures which are not attributable to any breach of the manufacturer's warranty or any warranty implied by law to take reasonable care or exercise reasonable skill. Seymour Hire Ltd cannot be held responsible for any personal expenses such as hotel costs incurred as a result of breakdown, delays or accidents to vehicles hired from them.
- The Hirer shall be liable for the first £250 of any claim.

3. During the rental period the Hirer shall keep the vehicle and its accessories in his or any approved driver's possession and free from legal process or lien and when not in use adequately protected and secured.

4. The Hirer and any driver shall ensure that the vehicle will not be used:

- for hire or reward, the carriage of goods in connection with trade or business if over 3.5 ton gross plated weight.
- for racing, pacemaking, rallying, speed testing, driving tuition or similar purposes or for propelling or towing any vehicle, trailer or other object.
- in any manner which might render void the insurance policy, or other contract of insurance.
- for any illegal purpose or in contravention of any legislation affecting the vehicle, its use or construction.
- by any person who:
  - is not licensed to drive the vehicle.
  - is less than 25 years of age (21 subject to approval) or over 70.
  - is under the influence of drink or drugs.
  - has given a fictitious name or address.
  - has not been approved by the Lessor as a driver.
  - has been convicted of a motoring offence the details of which have not been disclosed in writing to the Lessor at the commencement of the hire.
- outside England, Wales or Scotland without prior written consent of the Lessor.

5. The Hirer agrees to pay on demand:

- rental charges, any account not having been paid within 28 days of invoice date will result in the hire contract being terminated and legal action taken to recover all amounts due.
- any appropriate Excess Waiver or Personal Accident, Personal Effects or Goods in Transit insurance fees, and any Refuelling and miscellaneous charges.
- the excess amount in respect of each incident resulting to or loss of the vehicle, its accessories or any property left stored or transported in or upon the vehicle. The full cost of uninsured damage to, or loss of the vehicle.
- all fines and court costs incurred in relation to the vehicle by the Hirer or Lessor from the commencement of the rental until the vehicle is returned to the Lessor, except where caused through the fault of the Lessor.
- any Valued Added Tax, local or other taxes payable in respect of any of the above.

6. The Hirer shall compensate the Lessor in full on demand for any loss it suffers as a result of any damage, fire or theft to or of the vehicle including loss of revenue to the Lessor for the period during which the vehicle shall remain unavailable for rental by reason of such matters and any claims made by any persons in respect of the vehicle whilst it is in the Hirer's custody. Should the vehicle be deemed to be beyond economical repair, or stolen and not recovered, the hire charge will continue until settlement in full is received. This clause applies whether you have insurance or not.

7. The Hirer and any driver shall:

- ensure compliance with the terms, conditions and limitations of the insurance policy, which shall be deemed to be included in this agreement as if the same were fully set out herein.
- inform the Lessor immediately of any loss or damage to or fault developing in the vehicle.
- at the request and cost of the Lessor permit to be done in his own name all acts and things as may be reasonably required by the Lessor for the purposes of repairing the vehicle or enforcing any rights or remedies or of obtaining relief from other parties in respect of any loss or damage to or in connection with the vehicle or its accessories.
- indemnify the Lessor against any loss incurred by reason of any breach of this Agreement by the Hirer or any driver.
- ensure that the maximum payload and individual axle plated weights are not exceeded.
- be responsible for the loading and unloading of the vehicle.
- obtain or maintain any necessary operator's licence.

8. The Hirer and any driver shall not:

- without prior consent of the Lessor incur any liability for repairs to the vehicle in excess of £25.
- be the agent or servant of the Lessor for any purpose.
- Make any claim for loss of or damage to any property left stored or transported in or upon the vehicle unless due to our negligence.

9. Even if an excess waiver fee is paid, the Hirer shall be responsible for the payment of any excess amount where the loss of or damage to the vehicle or its accessories arises from the negligent or wilful action of the Hirer or any driver. This cover shall not extend to any damage caused to any glass incorporated into the vehicle, its tyres or damage occurring above or resulting wholly or partially from damage above the roof of the cab. Loss of revenue billing will be charged where necessary, whilst the vehicle is under repair.

10. The period of hire as specified overleaf shall not be extended without the Lessor's express authorisation in writing and in any event the period of this Agreement shall not exceed 90 days.

11. HGV Driving Licence is required for all vehicles over 7.5 tonnes gross vehicle weight. HGV Driving Licences MUST be accompanied by a current and valid ordinary driving licence.

12. If the Hirer does not comply with any of these conditions he shall return the vehicle to the Lessor immediately and pay to the Lessor on demand any loss it suffers in respect of the Hirer's non compliance, failing which the Lessor shall be at liberty to retake possession of the vehicle and you hereby authorise us to enter onto your property to do so. All costs and expenses incidental to recovery of the vehicle shall be repaid by the Hirer to the Lessor on demand.

13. Any addition to or alteration of the terms and conditions of this Agreement should be agreed in writing by the parties.

14. Nothing in these terms and conditions shall be deemed to exclude or restrict the Lessor's liability for death or personal injury resulting from negligence or any other liability of the Lessor which cannot be excluded as a matter of law.

**THESE TERMS AND CONDITIONS ARE PART OF THE RENTAL AGREEMENT.**