

ADVANCE ORDER HIRE AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions are to be read in conjunction with the following apply:

- A. to the hire of <<insert product type>> [insert company name>>], trading as <<insert trading name if different>> [insert company name>>], a <<insert business type, e.g. Sole Trader, Partnerships, Limited Company etc.>> [registered in England under number <<insert company number>>] [whose registered address is <<insert registered address>>] [whose main trading address is <<insert trading address>>] ("Us")
- B. where You are hiring <<insert product type>> for the purposes of a Business and not as a Consumer as each of the Terms and Conditions.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

"Business"

any business, trade, craft, or profession carried out by or for any other person/organisation;

"Consumer"

an individual who hires the <<insert product type>> for his/her personal purposes wholly or mainly outside the business;

"Contract"

the contract for the hire of the <<insert product type>> by You from Us, as explained in Clause 1.1.

"Deposit"

the sum payable at the time of Your Order, which is the Price for the Hire, that is required to secure the Hire;

"Force Majeure"

any event that is beyond the reasonable control of the party in question including, but not limited to, fire; failure; internet service provider failure; power cut; strike; lock-outs or other industrial action by the party or its suppliers or contractors; war; terrorism; explosion; flood; storms; subsidence; acts of terrorism (whether or not actual); acts of war; governmental action; epidemic, or other natural disaster; or any other similar or dissimilar event beyond its reasonable control;

"<<insert product type>>"

the <<insert product type and description>> which is hired by Us to You subject to these Terms and Conditions;

"Hire Period"

the period for which You will hire the <<insert product type>>;

"Price"

the total inclusive price payable for the <<insert product type>>;

- “Order”** m e hire of <<insert product type>> [in the form of the draft and Conditions] **OR** [that We subject to these Terms and C
- “Order Confirmation”** m and confirmation of Your O use 3;
- “Security Deposit”** m under sub-Clause 7.5 to co s, theft or non-accidental da product type>>;
- “We/Us/Our”** m ove; and
- “You”** m e <<insert product type>>.
- 1.2 “writing” and any similar whether sent by e-mail, [tex electronic communications ns.
- 1.3 Each reference the singular the plural and vice versa where appropriate.
- 1.4 An individual placing an C behalf of the hirer hereby represents and warrants tha hirer’s authority to do so, and We will rely on that rep . If the signatory does not have such authority, the sig eemed to be the hirer and personally liable as if s/he h e hirer.
2. **Information About Us**
- 2.1 [Our VAT number is <<inser
- 2.2 [We are regulated by <<inse)>>.]
- 2.3 [We are a member of <<inse n(s) etc.>>.]
- 2.4 [<<Insert further information
3. **The Contract**
- 3.1 These Terms and Condition insert product type>> from Us by You and will form the eeen Us and You.
- 3.2 Nothing provided by Us in to, sales and marketing literature, price lists and c tutes a contractual offer capable of acceptance. You ntractual offer by You that We may, in our absolute dis
- 3.3 A legally binding agreemen eeen Us and You will be, and will only be, created up ur Order, indicated by Our Order Confirmation, and Yo osit. Order Confirmations will be provided in writing < n Order Confirmations are provided>>.
4. **<<insert product type>> Details**
- 4.1 We use all reasonable ende <<insert product type>> are regularly <<insert actions, e repaired, safety checked etc.>>, and/or replaced as n
- 4.2 We will advise You on <<ins
- 4.3 <<Insert further product-sp ed, adding further sub-

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ould be paid by credit or debit card
>> at the start of the Hire Period.
e>> to You without the payment of
will be retained by Us in full or in
returned, lost, stolen or damaged in

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- any v... the Accidental Damage Waiver.
- 7.6 When... a hiring, the VAT inclusive amount of the Price will be... <<insert price list>> and Order Confirmation, and in addition... amount and the VAT charged on that amount will be set out in each other in <<e.g. Our price list>> and Order Confirmation.
- 7.7 If the... between the date of Your Order and the date of... We will adjust the rate of VAT that You must pay. We will not adjust any Prices where We have already received payment.
8. **Cancellation**
- 8.1 You may cancel Your Order at any time before the start of the Hire Period on the following conditions:
- 8.1.1 If You cancel more than <<insert period, e.g 72 hours>> before the start of the Hire Period, there will be no charge and Your Deposit will be returned to You in full.
- 8.1.2 If You cancel less than <<insert period, e.g 72 hours>> but more than <<insert period, e.g 48 hours>> before the start of the Hire Period, We will retain Your Deposit in full.
- 8.1.3 If You cancel less than <<insert period, e.g. 48 hours>> before the start of the Hire Period, We will retain Your Deposit in full and a cancellation fee of <<insert percentage>>% of the full Price.
- 8.1.4 On the day that the Hire Period begins, We will retain Your Deposit and the balance of the full Price will also be retained by Us.
9. **Collection, Return and Late Return**
- 9.1 The <<insert product type>> will be delivered to You <<insert time>> on the date stated in the Order Confirmation. We will use all reasonable endeavours to ensure that the <<insert product type>> is ready for collection at the start of the Hire Period.
- 9.2 You must return the <<insert product type>> at the time of collection. If there is any visible damage to the <<insert product type>> immediately, before leaving Our store. We will use all reasonable endeavours to replace missing items or damaged <<insert product type>>.
- 9.3 The <<insert product type>> returned late will incur an excess charge of <<insert amount>> per <<insert product type>>, per day (with the first day of late return counted from <<insert time>> on the date stated in the Order Confirmation). The <<insert product type>> may be returned early, however We do not have any obligations of any kind for early returns that do not fall within the Hire Period.
10. **Accidental Damage Waiver**
- 10.1 An Accidental Damage Waiver [will be automatically added to Your Order, but can be removed on request] OR [can be added to Your Order at Your request].

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| 10.2 | The <<insert product type>> covers the following: |
| 10.2.1 | <<insert product type>> to <<insert product type>> while they are in possession of the <<insert product type>>. |
| 10.2.2 | <<insert product type>> as required>>. |
| 10.3 | The <<insert product type>> does not cover the following: |
| 10.3.1 | <<insert product type>> damage or that which, in Our opinion, has been caused by <<insert product type>> or improper use; [or] |
| 10.3.2 | <<insert product type>> <<insert product type>>; [or] |
| 10.3.3 | <<insert product type>> <<insert product type>> as required>>[.] |
| 10.4 | If You accept the <<insert product type>> Accidental Damage Waiver, You will be solely responsible for the types of damage and/or loss shown above in <<insert product type>> that shown in sub-Clause 10.3. |
| 11. | Loss and Damages |
| 11.1 | You will be required to indemnify Us for, any loss or damage to <<insert product type>> that falls outside of the <<insert product type>> Waiver described in Clause 10. |
| 11.2 | Any claim under Clause 11 will firstly be taken out of Your Security Deposit. If the damage or replacing the <<insert product type>> is more than the sum of the Security Deposit, You will be responsible for the balance of the sum. |
| 11.3 | You will be required to cover either: |
| 11.3.1 | <<insert product type>> to <<insert product type>> that has already been covered by sub-Clause 9.2 at the time of collection; or |
| 11.3.2 | <<insert product type>> occurring to the Equipment. |
| 11.4 | Full details of the <<insert product type>> are available on request. |
| 12. | Our Liability |
| 12.1 | We shall not be liable to you for any failure or delay in performing Our obligations if the failure or delay results from Force Majeure; |
| 12.2 | We shall not be liable to you in contract or tort (including negligence) by reason of any term of these Terms and Conditions or other representation or Our breach of any implied warranty, condition or obligation, negligent or innocent misrepresentation, or any other claim under common law, for any: |
| 12.2.1 | <<insert product type>> liability of the <<insert product type>>; |
| 12.2.2 | <<insert product type>> <<insert product type>>; |
| 12.2.3 | <<insert product type>> <<insert product type>>, business; |
| 12.2.4 | <<insert product type>> <<insert product type>> opportunity; |
| 12.2.5 | <<insert product type>> <<insert product type>> <<insert product type>>; |
| 12.2.6 | <<insert product type>> <<insert product type>> <<insert product type>>; |
| 12.2.7 | <<insert product type>> <<insert product type>> <<insert product type>> <<insert product type>> consequential loss, damage, costs, expenses or |

- arising from the performance of the Contract by Us or any of Our agents or employees or any of Our subcontractors in connection with the performance of Our obligations under the Terms and Conditions and the Contract.
- 12.3 We shall not be liable for any personal injury or damage to property which results from the use of the <<insert product type>>.
- 12.4 Nothing in these Conditions is intended to or will exclude or limit Our liability for personal injury caused by Our negligence (including the negligence of Our agents) or for fraud or fraudulent misrepresentation.
- 12.5 [With effect from the date of the above provisions of this Clause 12, Our total liability under these Terms and Conditions shall be limited to [<<e.g. 3 >> times the total Price payable by You.]]
13. **Force Majeure**
- If any event occurs that is likely to adversely affect Our performance under these Terms and Conditions:
- 13.1 We shall endeavour to mitigate the effects of such event as is reasonably possible;
- 13.2 We shall, as soon as the event is over and provide details of any new arrangements as may be necessary;
- 13.3 If the event lasts for more than <<insert time period>> We will cancel the Contract and provide a written cancellation in writing;
- 13.4 If the event lasts for more than <<insert time period>> and You wish to cancel the Contract, we shall do so by informing us in writing; and
- 13.5 If the event lasts for more than <<insert time period>> under this Clause 13 before the Hire Period expires, the sums You have paid to Us will be refunded in full. Other provisions of these Terms and Conditions regarding the retention of sums paid shall apply.
14. **Termination**
- 14.1 When any of the events in Clause 13.1 to 13.5 occurs, We shall be entitled to terminate the Contract in writing.
- 14.1.1 If We terminate the Contract under these Terms and Conditions;
- 14.1.2 If the termination is due to personal belongings confiscated in order to satisfy a court order made against You.
- 14.2 When any of the events in Clause 13.1 to 13.5 occurs, We shall be entitled to terminate the Contract in writing.
- 14.2.1 If We terminate the Contract under these Terms and Conditions; or
- 14.2.2 If the termination is due to insolvency or liquidation either voluntary or compulsory or to the winding up or reconstruction of bona fide corporate reconstruction or if a receiver is appointed in respect of the whole or part of the assets of the Company.
- 14.3 In the event of termination for any of the above reasons:
- 14.3.1 All sums due under the Contract shall become due and payable immediately and
- 14.3.2 We shall have an immediate right to request the immediate return of the <<insert product type>> or the repossession the <<insert product type>>.

15. **Communications**

You may contact Us at any of the following: [any of] Our store[s], by telephone at <<insert number>>, by email at <<insert email address>>, or by pre-paid post at <<insert company name and address>>.

16. **Complaints**

16.1 We are committed to listening to feedback from Our customers and, whilst We always use this feedback to ensure that Your experience as a customer of Us is the best, We nevertheless want to hear from You if You have any comments or concerns.

16.2 All complaints will be handled in accordance with Our complaints handling policy available at <<insert location(s)>>.

16.3 If You are dissatisfied with any aspect of Your dealings with Us, including, but not limited to, Our Terms and Conditions, the Contract, or the <<insert product or service>>, please contact Us in one of the following ways:

16.3.1 By post to <<insert name and/or position and/or address>>;]

16.3.2 By email to <<insert name and/or position and/or email address>>;]

16.3.3 By completing the complaint form, following the instructions included with the <<insert product or service>>.

16.3.4 Alternatively, You may call Us on telephone on <<insert telephone number>> [and <<insert fax number>> when prompted.]]

17. **Data Protection**

We will only use Your personal data in accordance with the information as set out in Our <<insert document name, e.g. Privacy Policy>> available at <<insert location>>.

18. **Entire Agreement**

18.1 The Contract, these Terms and Conditions and any other documents incorporated into the Contract, contain the entire agreement between Us and You with respect to its subject matter and may not be modified or amended by any instrument in writing signed by the duly authorised representative of either Party.

18.2 Each Party acknowledges that, in entering into the Contract, neither Party has made any representation, warranty or other provision in the documents comprising the Contract.

19. **Other Important Provisions**

19.1 We reserve the right to assign our obligations and rights under these Terms and Conditions (including the Contract, as applicable) to a third party (this may include selling Our business). If this occurs You will be bound by the terms and conditions of our rights under these Terms and Conditions will be transferred to the third party and You will be bound by them.

19.2 You acknowledge that Your obligations and rights under these Terms

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and (the Contract, as applicable) without Our express written consent.

19.3 The Contract shall be for the benefit of you and Us. It is not intended to benefit any other person or party and no such person or party will be entitled to enforce the Terms and Conditions.

19.4 If any of these Terms and Conditions are found to be unenforceable by any court or other authority, that provision shall be deemed severed from the remainder of these Terms and Conditions shall be valid and enforceable.

19.5 No failure by Us to exercise any of Our rights under these Terms and Conditions shall be deemed a waiver of that right, and no waiver by Us of any right under these Terms and Conditions means that We will not be deemed to have waived any other provision.

20. Governing Law

20.1 These Terms and Conditions, the Contract, and the relationship between You and Us (whether written or otherwise) shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 Any proceedings or claim between you and Us relating to the Contract, the Terms and Conditions, the Contract, or the relationship between You and Us (whether written or otherwise) shall be subject to the [non-exclusive] jurisdiction of the English Courts.

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