

TOOL HIRE TERMS AND CONDITIONS (B2B)

BACKGROUND

These Terms and Conditions shall

- A. to the hire of all tools and equipment from <<insert business name>> [, trading as <<insert business name>>], a <<insert business type, e.g. sole trader, limited liability partnership, LLP, Private Limited Company etc.>> [registered in England and Wales with company registration number <<insert registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>> ("the Customer")
- B. where the Customer is hiring the Equipment for the purposes of a Business and not as a "Consumer" as each of the definitions in Clause 1 of these 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 meanings:

"Business"
"Consumer"
"Customer"
"Deposit"
"Equipment"
"Force Majeure"
"Hire"

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Equipment") from <<insert business name>> [, trading as <<insert business name>>], a <<insert business type, e.g. sole trader, limited liability partnership, LLP, Private Limited Company etc.>> [registered in England and Wales with company registration number <<insert registration number>>] [,whose registered address is <<insert address>>] and] whose main trading address is <<insert address>> ("the Customer")

where the Customer is hiring the Equipment for the purposes of a Business and not as a "Consumer" as each of the definitions in Clause 1 of these Terms and Conditions.

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

"Business"	any trade, craft, or profession carried out by any other person/organisation;
"Consumer"	is defined by the Consumer Rights Act 2015 as an individual customer who hires the Equipment for their personal use and for purposes other than the purposes of any Business;
"Customer"	is a person, not being a Consumer, who is hiring the Equipment subject to these Terms and Conditions. The definition is extended by sub-Clauses 1.1 to 1.7 for the purposes of a Business;
"Deposit"	is the sum paid by the Customer, under Clause 4 of these Terms and Conditions, in addition to the Hire Charge, as a refundable deposit, the amount of the which is held in the Hire Agreement;
"Equipment"	is the Equipment supplied on hire by the Supplier to the Customer subject to these Terms and Conditions;
"Force Majeure"	is an event which is beyond the reasonable control of the Supplier including, but not limited to: service provider failure; strikes, industrial action suffered by the Party hiring the Equipment; civil unrest; fire; explosion; floods; subsidence; acts of terrorism; acts of war; governmental action; or other natural disaster or any other similar circumstances beyond its control;
"Hire"	is the use of the Equipment by the Customer subject to these Terms and Conditions;

<b>“Hire Agreement”</b>	means details of the of the Condit >> en incorpo govern	ing comprising <<insert of Agreement [in the form edule to these Terms and provides to the Customer] omer and the Company d Conditions which shall nt;
<b>“Hire Fees”</b>	means for the Terms	payable by the Customer under Clause 5 of these
<b>“Hire Term”</b>	means be hire	which the Equipment is to greement.
<b>“Premises”</b>	means Custom return	mises from which the oment and to which it will use 6; and
<b>“Price List”</b>	means the sta	st, current at the date of

- 1.2 less the context otherwise Conditions to:
- 1.2.1 “writing”, and ar communications whe
  - 1.2.2 a statute or a provis provision as amende
  - 1.2.3 “these Terms and Conditions and each the relevant time;
  - 1.2.4 a Clause or paragra Conditions (other tha Schedule; and
  - 1.2.5 a "Party" or the "P Conditions.
  - 1.2.6 As the context p individual(s) nominat behalf the Customer by that individual of Conditions
- 1.3 An individual signing the Hire hereby represents and war Customer to do so, and the warranty. If the signatory c instead be deemed to be t signed the Hire Agreement a
- 1.4 The headings used in these and shall have no effect Conditions.
- 1.5 Each reference to the singu where appropriate.

- 1.6 References to any gender shall include the other gender.
2. **Information About the Company**
- 2.1 [VAT number <<insert VAT number>>.]
- 2.2 [The Company is registered with the regulator(s) of regulator(s)>>.]
- 2.3 [The Company is a member of the association(s) of association(s) etc.>>.]
- 2.4 [<<Insert further information>>.]
3. **Hire Term**
- 3.1 The Equipment will be hired for a period of [insert number] months.
- 3.2 If the Customer wishes to extend the Hire Term they may do so at any time prior to the end of the Hire Term. The Customer must contact the Company to arrange such an extension. Any extension will be effective if agreed in writing and set out in writing by the Company. Any extension made for up to <<e.g. 30 days>> shall be subject always to the availability of the Equipment. The Company shall endeavour to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the Hire Term.
- 3.3 The Company reserves the right to terminate the Hire Term immediately at any time. In the event that the Company terminates the Hire Term this right the Customer will be reimbursed for any Hire Term remaining or will be issued with replacement Equipment of the same type or of the closest type thereto at no cost to the Customer. If the Equipment is not returned to the Company on request the Company shall be deemed to have authorised the Customer to use any means necessary to recover the Equipment. The Customer shall be liable for any costs associated with such recovery.
4. **Deposit**
- 4.1 The Customer shall pay a Deposit to the Company on or before the date of the Hire Term and prior to delivery of the Equipment. The Company shall not deliver the Equipment to the Customer until the Deposit has been received in full.
- 4.2 The Deposit will be refunded to the Customer if the Equipment is not returned or if Sub-Clause 4.3 is not applicable.
- 4.3 At the end of the Hire Term the Customer shall fully inspect the Equipment upon its return by the Company. If the Equipment requires routine cleaning, sharpening and / or repair as a result of normal wear and tear the Company shall provide the same in full. In the event that additional repair is required the Company shall be required to provide the same at a cost to the Customer. The Company is required to provide the reasons for such retention to the Customer and shall provide the reasons for such retention to the Customer, including all relevant calculations and pricing information.
5. **Fees and Payment**
- 5.1 The Hire Fees will be payable by the Customer in accordance with the Hire Fee List to the length of the Hire Term, as set out in the Hire Fee List and any additional items which may be included in the Hire Agreement.
- 5.2 Payment of Hire Fees shall be made by the Customer in full or in part, as set out in the Hire Agreement, on or before the date of the Hire Term. Payment may

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be made by credit card [or cheque (subject to the presentation of a valid cheque card). All cheques must be made payable to <<insert name of the Company>>].

5.3 All payments shall be made to the Company and will take the form of regular <<insert interval e.g. monthly>>. The Company will invoice the Customer on a <<insert interval e.g. monthly>> basis. All payments shall be required within <<insert interval e.g. 14 days>> of the relevant invoice.

5.4 Where the Customer is hiring the Equipment for a Hire, the VAT inclusive amount of the Hire Fees shall be shown on the quote or Price List, and in addition the VAT charged on that amount will be shown on the bills, invoices, quotes and the Price List.

## 6. Collection,

6.1 The Company shall collect the Equipment from the Premises at the start of the Hire Term. The Company may only collect the Equipment once all payments required by sub-Clause 5 and 5 have been made and any insurance required by sub-Clause 9 have been complied with.

6.2 The Company shall make all reasonable endeavours to ensure that the Equipment is available for collection at the start of the Hire Term.

6.3 In the event that the Company is unable to provide the Equipment at the start of the Hire Term, the Company shall deliver the Equipment to the Customer at the expense of the Company] **OR** [the Company shall deliver the Equipment when the Equipment is available for collection]. The Hire Term shall be adjusted accordingly to reflect the time the Customer shall be adjusted accordingly to reflect the time the Equipment is available for collection.

6.4 On the last day of the Hire Term, the Customer shall return the Equipment to the Company at or before the time on that date shown in the Price List.

6.5 If the Customer returns the Equipment by more than <<e.g. 1 hour>> after the time shown in the Price List, the Customer shall be charged the Customer for an additional day's hire at the rate shown in the Price List. The Hire term will be extended by one day. This sub-Clause 6.5 shall continue to apply daily until the Equipment is returned to the Company.

## 7. Use and Care

7.1 The Customer shall use the Equipment for the normal purpose for which it is intended.

7.2 All Equipment shall be used in a safe and correct manner and in accordance with the instructions and safety instructions or similar documentation provided by the Company.

7.3 [Certain Equipment may require specialist training prior to use. The Company shall ensure such training is provided to those under its supervision during the Hire Term.]

7.4 The Customer shall not remove any labels from the Equipment or any part/s of the Equipment.

7.5 The Customer shall not make any alterations or adjustments to the Equipment beyond the range of adjustments specified in the instructions.

7.6 The Customer shall not connect other items to the Equipment where this would exceed the design limitations of the Equipment and is not recommended.

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- not liable in any way.
- 7.7 The Customer shall treat the Equipment with a reasonable level of care and the Equipment shall be kept clean, subject always to reasonable levels of wear.
- 7.8 All Consumables of whatever nature must only be used with the Equipment (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as may be recommended by the Company.
- 7.9 All Fuel or oil must only be used with the types specified by the manufacturer of that particular piece of equipment or such other products as may be recommended by the Company.
- 7.10 All electrical equipment must only be used with the voltage specific to that piece of equipment.
- 7.11 The Customer shall report any breakdown, loss or damage to the Equipment to the Company immediately after any breakdown, loss or damage to the Equipment.
8. **Maintenance**
- 8.1 The Customer shall maintain the Equipment to the standards specified by the manufacturer. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for repair and repair work. All Equipment will be fully maintained (where necessary) maintained prior to each Hire.
- 8.2 The Company shall have the right to make any repairs to the Equipment without the need for the Customer to make any arrangements with the Company. When the Company is contacted in writing by the Customer in respect of the option of replacing the Equipment, repairing the Equipment or making any other arrangements, the Customer permission to make the necessary repairs or replacement or repairs shall be borne by either the Customer or the Company, the responsibility being determined by the reasons for the breakdown or damage.
- 8.3 If permitted by the Company, the Customer shall have the option of replacing the Equipment with substitute Equipment (that is, Equipment capable of performing the same function as the Equipment it replaces).
- 8.4 Any replacement provided under sub-Clause 8.3 shall be replaced by the Company provided that such replacement is not due to abnormal wear and tear. Additional wear or damage to the Equipment or the Customer being charged for the cost of replacement of the Equipment or the cost of providing substitute Equipment.
9. **Damage Waiver**
- 9.1 The Company shall provide standard insurance cover for the Equipment. The following options:
- 9.1.1 The Customer may opt for a Damage Waiver equivalent to <<e.g. 10>>% of the Hire Fees, a Damage Waiver shall be included in the Hire under which the Company shall be liable for the full costs or liability of the Customer associated with the Equipment which may otherwise arise. If it is found in the Company's opinion to be due to the Customer's negligence, the cover provided by Clause 9 shall be invalidated and the Customer shall be liable for the full costs of repair or replacement.

- 9.1.2 For items of Equipment the Customer's existing insurance may provide cover while the Equipment is on the hire. It shall be the Customer's responsibility to verify this cover. In the case of larger items of equipment, whether covered by the Customer's existing insurance or otherwise, the Company, at its discretion, require proof of insurance prior to delivery of the Equipment to the Customer.
- 9.2 The Company's liability under Clause 9.1.1 shall not cover the loss or theft of the Equipment. For any such loss or theft shall lie solely with the Customer.
- 9.3 The Customer is responsible for any normal wear and tear occurring to the Equipment.
10. **Liability**
- 10.1 The Company shall be liable to the Customer for any failure or delay in performance of its obligations where such failure or delay results from Force Majeure.
- 10.2 The Company shall be liable in contract or tort (including negligence) by reason of any breach of any term of these Terms and Conditions or any other term of the Hire Agreement, or any breach by the Company of any other term, or any negligent or innocent breach of any duty of negligence or other duty at common law, for any:
- 10.2.1 Loss of or damage to any Equipment;
  - 10.2.2 Loss of or damage to any data;
  - 10.2.3 Loss of or damage to any business;
  - 10.2.4 Loss of or damage to any opportunity;
  - 10.2.5 Loss of or damage to any property;
  - 10.2.6 Loss of or damage to any goods; or
  - 10.2.7 Consequential loss, damage, costs, expenses or other losses arising from the loss of or damage to any of the above.
- 10.3 The Company shall be liable for any personal injury or damage to property arising from the use of the Equipment or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions.
- 10.4 Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its negligence (including its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 10.5 [Without prejudice to the above provisions of this Clause 10, the Company's liability under these Terms and Conditions shall be limited to the value of the Hire Fees payable by the Customer.]
11. **Data Protection**
- The Company shall protect the personal information as set out in its <<insert name of document>>] available from <<insert location>>

## 12. Termination

12.1 When an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

12.1.1 The individual breaches any of these Terms and Conditions;

12.1.2 The individual's personal belongings confiscated in order to

12.1.3 A receiving order made against them.

12.2 When the Company, the Company shall be entitled to terminate the Hire Agreement in the event that:

12.2.1 The Company breaches any of these Terms and Conditions;

12.2.2 The Company goes into bankruptcy or liquidation either voluntary or involuntary or for the purposes of bona fide corporate reorganisation (or amalgamation) or if a receiver is appointed in respect of all or part of its assets.

12.3 In the event of any of the above reasons:

12.3.1 All amounts due under the Hire Agreement shall become due and payable immediately and

12.3.2 The Company shall have the immediate right to request the immediate return of the Equipment or the repossession of the Equipment and may retain the Equipment for any reasonable costs involved in such

## 13. Communications

The Customer may contact the Company in person at [any of] the Company's branch office[s], or by telephone on <<insert telephone number>>, by email at <<insert email address>>, or by pre-paid post to <<insert name>>, <<insert address>>.

## 14. Complaints

14.1 The Company welcomes feedback from its customers and, whilst it endeavours to ensure that its customers' complaints are resolved as quickly as possible, it nevertheless welcomes the opportunity to

14.2 All complaints shall be handled in accordance with the Company's complaints procedure, available from <<insert location(s)>>.

14.3 If the Customer complains about any aspect of its dealings with the Company limited to, these Terms and Conditions, the Hire Agreement, it should contact the Company in one of the following ways:

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

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

14.3.3 By completing the Company's complaints form, following the instructions on the form.]

14.3.4 By contacting the Company by telephone on <<insert telephone number>> using option <<insert number>> when prompted.]]

15. **Entire Agreement**

15.1 The Hire Agreement, these Terms and Conditions and any documents expressly incorporated into the Hire Agreement, constitute the entire agreement between the Parties with respect to its subject matter and shall not be varied except by an instrument in writing signed by the duly authorised representative of each Party.

15.2 Each Party acknowledges that, in entering into the Hire Agreement, neither Party relies on any representation, warranty or other statement made or provided in the documents comprising the Hire Agreement.

16. **Other Impositions**

16.1 The Company shall not (assign) its obligations and rights under these Terms (or under the Hire Agreement, as applicable) to a third party (for example, if the Company sells its business). If this occurs, the Company shall inform the Customer. The Customer's rights under these Terms shall not be affected and the Company's obligations shall be transferred to the third party who will remain bound by these Terms.

16.2 The Parties shall not transfer (assign) their obligations and rights under these Terms or under the Hire Agreement as applicable without the prior written permission of the other Party.

16.3 The Parties agree that these Terms shall not be assigned between the Customer and the Company. It is not intended that these Terms shall be assigned in any way and no such assignment shall be enforceable to enforce any provision of these Terms and Conditions.

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

16.5 No failure by the Company in exercising any of its rights under these Terms shall constitute a waiver by the Company of any provision of these Terms and Conditions or of any subsequent breach of the same or any other provision of these Terms and Conditions.

17. **Governing Law**

17.1 These Terms, the Hire Agreement, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England and Wales.

17.2 Any proceedings or claim between the Customer and the Company arising out of or in connection with these Terms and Conditions, the Hire Agreement, or the relationship between the Customer and the Company (whether contractual or otherwise) shall be subject to the [non-]exclusive jurisdiction of the English Courts.



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