

OFFICE FURNITURE HIRE AGREEMENT AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall be entered into by <<insert company name>> ("the Customer") who are hiring the Furniture for use at their business premises ("the Premises")

office furniture ("the Furniture") from the Supplier who are hiring the Furniture for use at their business premises ("the Premises")

1. Definitions and Interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions shall have the meanings set out below:

In these terms and conditions, unless the context otherwise requires, the following expressions shall have the meanings set out below:

"Customer"

the Customer who is hiring the Furniture subject to these Terms and Conditions;

"Deposit"

the sum of money payable by the Customer under Clause 3 of these Terms and Conditions and as set out in the Hire Agreement;

"Price List"

the price list, current at the time of the Hire Agreement;

"Hire"

the Hire of Furniture by the Customer subject to these Terms and Conditions;

"Hire Agreement"

the Hire Agreement entered into by the Customer and the Supplier relating to these Terms and Conditions and the Hire of the Furniture; and

"Hire Fees"

the fees payable by the Customer for the Hire as set out in Clause 4 of these Terms and Conditions.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

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1.2.1 "writing", and any communication, includes a reference to any communication, including electronic or facsimile transmission or any other similar means of communication;

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1.2.2 a statute or regulation, is a reference to that statute or regulation as in force at the relevant time;

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1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at any time;

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1.2.4 a Schedule is a reference to a Schedule to these Terms and Conditions;

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1.2.5 a Clause or paragraph of these Terms and Conditions (including any Schedule); and

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1.2.6 a "Party" or "parties" is a reference to the parties to these Terms and Conditions.

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1.3 The headings used in these Terms and Conditions shall have no effect on the interpretation of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

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- 1.4 Words imparting the masculine gender shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Hire Term

- 2.1 The agreed Hire Term shall be as set out in the Hire Agreement.
- 2.2 If the Customer wishes to terminate the Hire Term prior to the end of the Hire Term they may do so at any time by giving notice to the Company. The Customer must contact the Company to arrange such an extension of the Hire Term. Any extension may be made for up to <<e.g. 6 months>> subject to the availability of the Furniture of prior reservations made by other customers. The Company shall make every best and reasonable endeavours to accommodate such extension and shall guarantee the availability of the Furniture to the Customer. The Company shall guarantee the availability of the Furniture to the Customer.
- 2.3 The Company reserves the right to terminate the Furniture immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any loss of the Furniture for an appropriate period, e.g. days, weeks or months>> remaining in the Furniture. The Company will be issued immediately with a replacement Furniture of the same type and of the closest type thereto at no additional cost. If the Furniture is not available to the Company on request the Customer shall be responsible for the cost of the Furniture. The Company shall be obliged to recover the Furniture. The Customer shall be responsible for the cost of the Furniture associated with such recovery.

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3. Deposit

- 3.1 The Customer shall pay a non-refundable Deposit to the Company at the commencement of the Hire Term or prior to delivery of the Furniture. The sum of the Deposit shall be as set out in the Hire Agreement.
- 3.2 At the end of the Hire Term the Deposit shall have a period of <<e.g. 4 weeks>> within which the Customer shall be responsible for cleaning and / or maintenance of the Furniture. If the Furniture requires replacement as a result of normal wear and tear the Customer will receive a replacement Furniture in full at the end of the inspection period. In the event that the Furniture requires replacement and / or maintenance is required the Company shall be responsible for the cost of the Furniture or in part as appropriate and shall provide the reasons for such replacement to the Customer in writing, including all relevant calculations.

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4. Fees and Payment

- 4.1 The Hire Fees will be as set out in the Hire Agreement, to the length of the Hire Term, the type and quantity of the Furniture, the Price List and any additional items which may be included in the Hire Agreement.
- 4.2 Payment shall be made in accordance with the terms set out in the Hire Agreement, at the commencement of the Hire Term. Payment may be made by cheque or BACS. All cheques shall be payable to the account of <<insert name>>.
- 4.3 All payments to be made by the Customer shall be in the form of regular monthly payments. The Company shall invoice the Customer on a monthly basis. All payments shall be made <<insert number>> days of the date of the relevant invoice.

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5. Delivery and Collection

- 5.1 Following the receipt of the Deposit and any required Hire Fees the Company shall deliver the Furniture to the Premises on the agreed date, as set out in the Schedule.
- 5.2 The Company shall use reasonable endeavours to ensure that delivery is made on the agreed date, and shall be liable for any failure to do so.
- 5.3 The Customer or its representative must be available at the Premises at the time of delivery for the Furniture. In the event that the Customer fails to do so, the provisions of this sub-Clause 5.3 shall be deemed to apply. The Customer shall be deemed to have accepted responsibility for the Furniture, assumed the right to subsequently dispute the facts of the delivery.
- 5.4 In the event that the Furniture is not delivered due to the Customer's absence (including any authorised representatives) additional Hire Fees will be incurred for any necessary re-delivery. Any such additional Hire Fees will be borne by the Customer.
- 5.5 At the end of the Hire Period the Customer shall ensure that all of the Furniture is returned to the Company for collection by the Company on the agreed collection date. The Customer shall ensure that the Furniture is ready for collection on the agreed date and that the relevant Hire Fees for the missing Furniture are returned to the Company (at the Company's then current Price List) if the Furniture is not available for collection due to the Customer's failure to do so. The Customer shall be required to pay the cost of replacement in accordance with the Company's then current Price List.
- 5.6 In the event that any of the Furniture is damaged, lost or destroyed, the Customer shall be required to pay the cost of replacement in accordance with the Company's then current Price List.

6. Use and Care of the Furniture

- 6.1 The Furniture shall be used for the normal purpose for which it is intended.
- 6.2 The Furniture must not be used for the storage of any goods or substances which are inflammable, explosive, radioactive, biohazardous or otherwise dangerous without the prior written permission of the Company.
- 6.3 The Customer may make minor repairs or adjustments to the Furniture beyond those that are specified in the Schedule, provided that such repairs or adjustments are within the range of adjustments specified in the Schedule.
- 6.4 The Customer may affix the Furniture where such affixation does not exceed the weight specified in the Schedule and is not likely to damage the furniture. Repairs or adjustments with non-destructive fittings are permitted (that is, those that do not involve drilling, screwing, nailing, gluing or similar).
- 6.5 Where a particular item of Furniture has a label stating a maximum capacity or load weight, or a maximum weight limit, this figure must not be exceeded at any time.
- 6.6 The Customer must ensure full compliance with any relevant safety instructions provided with the Furniture.
- 6.7 The Customer shall use the Furniture with a reasonable level of care.

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care and shall ensure that the Furniture is free of wear and tear.

subject always to reasonable levels

- 6.8 The Customer shall be responsible for any repairs to the Furniture without the prior written consent of the Company. When the Company is contacted in this regard it shall be the responsibility of the Customer to arrange for the necessary repairs. The cost of such repairs shall be the responsibility of the Customer, the responsibility being

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7. Insurance

- 7.1 [The Furniture shall be insured by the Company as part of the Hire. This insurance cover provides for the following:

Company as part of the Hire. This

7.1.1 Damage by

7.1.2 Theft, provided the Furniture is not damaged by following forced entry onto the Premises.

ly following forced entry onto the

- 7.2 The insurance cover does not cover malicious damage.]

use 6 shall not cover accidental or

OR

- 7.3 [It is the responsibility of the Customer to insure the Furniture against loss, damage and theft. The Company's current insurance cover provides for the following:

insure the Furniture against loss, damage and theft. The Company's current

- 7.4 The Customer shall be responsible for arranging and paying for any insurance to the Company on demand.]

an insurance to the Company on

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8. Liability

- 8.1 The Company will not be liable for personal injury or damage to property which results from the use of the Furniture.

personal injury or damage to property which results from the use of the Furniture.

- 8.2 The Company will not be liable for loss or damage arising out of any circumstances beyond the control of the Company.

loss or damage arising out of any circumstances beyond the control of the Company.

- 8.3 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury resulting from the negligence or omission of the Company.

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9. Data Protection

- 9.1. All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.

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- 9.2. For complete details of the Company's collection, processing, storage, and retention of personal information, not limited to, the purpose(s) for which personal data is collected, the legal bases for using it, details of the Customer's rights (where applicable), and personal data sharing, please refer to the Company's Privacy Notice available from <<insert location>>

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10. Termination

- 10.1 Where the Customer terminates the Hire Agreement the Company shall be entitled to terminate the Hire Agreement at:
 - 10.1.1 the Customer is in breach of the Terms and Conditions;
 - 10.1.2 the Customer has failed to pay any amounts due or belongings confiscated in order to satisfy debts;
 - 10.1.3 the Customer has been convicted of an offence made against them.
- 10.2 Where the Customer terminates the Hire Agreement the Company shall be entitled to terminate the Hire Agreement at:
 - 10.2.1 the Customer is in breach of the Terms and Conditions;
 - 10.2.2 the Customer is in liquidation or liquidation either voluntary or compulsory or in pursuance of bona fide corporate reconstruction or a receiver is appointed in respect of the whole or part of the Customer's assets.
- 10.3 In the event of termination for any of the above reasons:
 - 10.3.1 all payments due under the Hire Agreement shall become due and payable immediately;
 - 10.3.2 the Company shall have the right to request the immediate return of the Furniture and may charge the Customer for the cost of the Furniture involved in such repossession.

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11. No Waiver

No failure by either the Company or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision of these Terms and Conditions. Such failure shall not be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

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12. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of these Terms and Conditions shall not be affected thereby. If a provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, the provision in question shall not be affected thereby.

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13. Law and Jurisdiction

- 13.1 These Terms and Conditions shall be governed by the laws of England and Wales.
- 13.2 Any dispute between the Company and the Customer arising out of or in connection with these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

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