

**BACKGROUND:**

These Terms and Conditions shall apply to the hire of office furniture (<<insert business name>> [, trading name>>], a <<insert business type>> Company etc.>> [registered in England, Wales and the City of London] [,whose registered address is <<insert address>>] [and whose principal place of business is <<insert address>>] ("the Company") to customers hiring the Furniture for use at their business (<<insert business name>>).

office furniture ("the Furniture") from the Company, whether or not the same is different from company name, sole trader, partnership, LLP, Private Limited Company etc. >> [insert registration number>>] >> and] whose main trading address is <<insert address>>] ("the Customer") ("the Hire Agreement") ("the Furniture") for the purposes of a Hire Agreement).

**1. Definitions and Interpretation**

1.1 In these terms and conditions the following expressions shall have the following meanings:

<b>"Business"</b>	any trade, craft, or profession carried on by any other person/organisation;
<b>"Consumer"</b>	is defined by the Consumer Rights Act 2015 as an individual customer who hires the Furniture for personal use and for purposes other than the purposes of any Business;
<b>"Customer"</b>	not being a Consumer, who is subject to these Terms and Conditions for the purposes of a Business;
<b>"Deposit"</b>	the sum paid by the Customer under Clause 3 of these Terms and Conditions in addition to the Hire fee, the whole deposit, the amount of the deposit, the Hire Agreement;
<b>"Force Majeure"</b>	any event or circumstance beyond the reasonable control of the Customer, including, but not limited to: service provider failure; strikes, industrial action suffered by the Party; acts of terrorism; civil unrest; fire; explosion; floods; subsidence; acts of terrorism; acts of war; governmental action; other natural disaster or any other circumstances beyond its control;
<b>"Furniture"</b>	office furniture supplied on hire by the Company to the Customer subject to these Terms and Conditions;
<b>"Hire"</b>	the hire of Furniture by the Customer subject to these Terms and Conditions;

<b>“Hire Agreement”</b>	means details of Agreement of Hire of Furniture set out in the Schedule 1 attached as a Schedule to the Customer Order Acceptance or form comprising <<insert the draft attached as a Schedule to the Customer Order Acceptance or form [that the Customer] >> entered into by the Customer and the Company, or any incorporating these Terms and Conditions, shall govern the Hire of the Furniture;
<b>“Hire Fees”</b>	means the fees payable by the Customer for the Hire of Furniture under Clause 4 of these Terms and Conditions;
<b>“Hire Term”</b>	means the period for which the Furniture is to be hired under the Hire Agreement;
<b>“Premises”</b>	means the place to which the Company delivers the Furniture and to which it will collect it in accordance with the Hire Agreement;
<b>“Price List”</b>	means the current price list, current at the time of the Hire Agreement;

- 1.2 Unless the context otherwise requires, the following definitions shall apply in these Terms and Conditions to:
- 1.2.1 “writing”, and any other form of communication, includes electronic communications (including email, text message or other means);
  - 1.2.2 a statute or a provision of law, means the statute or provision as amended or re-enacted from time to time;
  - 1.2.3 “these Terms and Conditions” means these Terms and Conditions and each of the Schedules and any amendments or supplements to these Terms and Conditions from time to time;
  - 1.2.4 a Schedule is a schedule attached to these Terms and Conditions;
  - 1.2.5 a Clause or paragraph means a Clause or paragraph of these Terms and Conditions (other than a Schedule); and
  - 1.2.6 a “Party” or the “Parties” means the Company and the Customer.
- 1.3 The headings used in these Terms and Conditions shall have no effect on the interpretation of these Terms and Conditions.
- 1.4 Words referring to the singular shall include the plural and vice versa where appropriate.
- 1.5 References to any gender shall include the other gender.

## 2. Hire Term

- 2.1 The Furniture will be hired for the period set out in the Hire Agreement.
- 2.2 If the Customer wishes to extend the Hire Term, the Customer may do so at any time prior to the end of the Hire Term by contacting the Company to arrange such an extension [and set out in writing]. Extension of the Hire Term will be effective if agreed in writing and up to <<e.g. 6 months>> subject always to the existence of Furniture available for hire made by other customers.

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The Company shall not be liable for extensions but can refuse to deliver the Furniture to the Customer beyond the Hire Term.

- 2.3 The Company reserves the right to repossess the Furniture immediately at any time. In the event the Customer exercises this right the Customer will be reimbursed for any term remaining or will be issued the same type or of the closest type. If the Furniture is not returned to the Company on the Hire Term, the Company has authorised the Company to enter the Premises and remove the Furniture. The Customer shall be responsible for any costs associated with such recovery.

### 3. Deposit

- 3.1 The Customer shall pay the Deposit to the Company on or before the date of delivery of the Furniture. The Deposit shall be retained by the Company until the Deposit has been returned to the Customer. As provided by and as set out in clauses 3.3 and 7.2, the Deposit will be retained by the Company if any of it is lost, stolen or damaged. At the end of the Hire Term, the Customer shall have a period of <<e.g. 4 weeks>> within which the Furniture requires cleaning and / or maintenance. If the Furniture requires cleaning and / or maintenance, the Customer will receive a written invoice for the full at the end of the inspection period. In the event that the Furniture is damaged or in part as appropriate and shall provide the reasons for the damage and the relevant calculations for the cost of repair or replacement.

### 4. Fees and Payment

- 4.1 The Hire Fees will be calculated on the basis of the type and quantity of the Furniture which may be included in the Hire Agreement. Payment of Hire Fees shall be made by cash, cheque or credit card. Payment may be made by cash, cheque or credit card (subject to the presentation of a valid credit card). All cheques must be made payable to <<insert name>>. All payments to be made by the Customer shall be in the form of regular <<insert period>> payments. The Company will invoice the Customer on a regular basis. Payments shall be required within <<insert period>> days of the date of the invoice. Where VAT is charged, the Hire Fees will be shown on the invoice as an exclusive amount and the VAT on that amount will be shown separately from each invoice. If either Party fails to pay the Hire Fees, the other pursuant to the terms of the Hire Agreement, that amount shall be payable by the Customer both before and after the expiry of the Hire Term at a rate of <<insert percentage>>% per annum over the <<insert period>>.

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At the end of the Hire Term, the Customer shall have a period of <<e.g. 4 weeks>> within which the Furniture requires cleaning and / or maintenance. If the Furniture requires cleaning and / or maintenance, the Customer will receive a written invoice for the full at the end of the inspection period. In the event that the Furniture is damaged or in part as appropriate and shall provide the reasons for the damage and the relevant calculations for the cost of repair or replacement.

The Hire Fees will be calculated on the basis of the type and quantity of the Furniture which may be included in the Hire Agreement.

Payment of Hire Fees shall be made by cash, cheque or credit card. Payment may be made by cash, cheque or credit card (subject to the presentation of a valid credit card). All cheques must be made payable to <<insert name>>.

All payments to be made by the Customer shall be in the form of regular <<insert period>> payments. The Company will invoice the Customer on a regular basis. Payments shall be required within <<insert period>> days of the date of the invoice.

Where VAT is charged, the Hire Fees will be shown on the invoice as an exclusive amount and the VAT on that amount will be shown separately from each invoice. If either Party fails to pay the Hire Fees, the other pursuant to the terms of the Hire Agreement, that amount shall be payable by the Customer both before and after the expiry of the Hire Term at a rate of <<insert percentage>>% per annum over the <<insert period>>.

If either Party fails to pay the Hire Fees, the other pursuant to the terms of the Hire Agreement, that amount shall be payable by the Customer both before and after the expiry of the Hire Term at a rate of <<insert percentage>>% per annum over the <<insert period>>.

5. **Delivery and**

- 5.1 Follow the instructions of the Company of the Deposit and any required Hire Fees over the Furniture to the Premises on the agreed date, in accordance with the terms of the Agreement.
- 5.2 The Company shall make 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 authorised representative must be available at the Premises on the agreed date in order to sign for the Furniture. In the event that the Customer fails to comply with the provisions of this sub-Clause 5.3 it shall be deemed to have accepted delivery of the Furniture, assumed responsibility for the Furniture and shall not have the right to subsequently dispute the facts.
- 5.4 In the event that the Company is unable to deliver the Furniture due to the Customer's failure to provide access to the Premises (along with that of any authorised representative), delivery charges will be incurred for any necessary re-delivery and any additional charges shall be borne by the Customer.
- 5.5 At the agreed collection date the Customer shall ensure that the Furniture is available at the Premises for collection by the Company.
- 5.6 In the event that the Furniture is unavailable for collection at the Premises on the agreed date, the Customer shall be required to pay the relevant Hire Fees (including the day that they are returned to the Company) plus any additional charges (expense). If those items are not available for collection on the agreed date, the Customer shall be required to pay the relevant Hire Fees in accordance with the Company's then current Price List.

6. **Use and Care**

- 6.1 The Furniture shall be used for the normal purpose for which it is intended.
- 6.2 The Furniture shall not be used for the storage of any goods or substances which are flammable, toxic, corrosive, radioactive, biohazardous or otherwise dangerous without the prior written permission of the Company.
- 6.3 The Customer shall not remove any labels from the Furniture or any part/s of it.
- 6.4 The Customer shall not make any alterations or adjustments to the Furniture beyond those already possible within the range of adjustments specified.
- 6.5 The Customer shall not affix any other items to the Furniture where such affixation would exceed the limitations of the Furniture and is not likely to cause damage to the Furniture. Items with non-destructive fittings are permitted (that do not require drilling, screwing, nailing, gluing or similar).
- 6.6 Where the Furniture bears a label stating a maximum capacity, the Customer shall not exceed such capacity unless otherwise made aware of such a limit, and shall not exceed it at any time.
- 6.7 The Customer shall use the Furniture in a safe and correct manner and in full compliance with any safety instructions provided.
- 6.8 The Customer shall treat the Furniture with a reasonable level of care and ensure it is kept clean, subject always to reasonable levels of wear and tear.



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arising from the Commission by the Company or any of its agents or employees or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions.

- 8.3 The Company shall be liable for any personal injury or damage to property which results from the Customer's improper use of the Furniture.

- 8.4 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.

- 8.5 [With effect from the date of the above provisions of this Clause 8, the Company shall, under these Terms and Conditions and the Hire Agreement, pay to the Customer [e.g. 3] times the value of the Hire Agreement, which shall mean the total of the Hire Fees payable by the Customer under the Hire Agreement.]

## 9. Data Protection

The Company shall protect the personal information as set out in its <<insert name of document>> [available from <<insert location>>][copy of which is attached].

## 10. Termination

- 10.1 Where the Company terminates the Hire Agreement with an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

- 10.1.1 the Customer breaches any of these Terms and Conditions;  
10.1.2 the Customer's personal belongings confiscated in order to

comply with a law enforcement receiving order made against them.

- 10.2 Where the Company terminates the Hire Agreement with a company, the Company shall be entitled to terminate the Hire Agreement in the event that:

- 10.2.1 the Customer breaches any of these Terms and Conditions;  
10.2.2 the Customer goes into bankruptcy or liquidation either voluntary or involuntary or for the purposes of bona fide corporate reorganisation (including amalgamation) or if a receiver is appointed in respect of all or part of its assets.

- 10.3 In the event of any of the above reasons:

- 10.3.1 all amounts due under the Hire Agreement shall become due and payable by the Customer immediately and

- 10.3. The Customer shall have the immediate right to request the immediate return of the Furniture or the repossession of the Furniture and may be required to pay for any reasonable costs involved in such return.
11. **Communications**
- The Customer shall contact the Company in person at [any of] the Company's branch(es), at <<insert number>>, by email at <<insert email address>>, or at <<insert company name>>, <<insert address>>.
12. **Complaints**
- 12.1 The Company receives feedback from its customers and, whilst it always endeavours to ensure that its customers' experience is positive, it nevertheless welcomes the opportunity to resolve any complaints.
- 12.2 All complaints shall be handled in accordance with the Company's complaints procedure, available from <<insert location(s)>>.
- 12.3 If the Customer wishes to complain 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:
- 12.3.1 By post to <<insert name and/or position and/or address>>;]
- 12.3.2 By email to <<insert name and/or position and/or email address>>;]
- 12.3.3 By completing the Company's complaints form, following the instructions set out in the form.]
- 12.3.4 By contacting the Company by telephone on <<insert telephone number>> using option <<insert number>> when prompted.]]
13. **Entire Agreement**
- 13.1 The Hire Agreement, these Terms and Conditions and any documents expressly incorporated into the Hire Agreement, shall 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 authorised representative of each Party.
- 13.2 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.
14. **Other Important Provisions**
- 14.1 The Company may (assign) its obligations and rights under these Terms and Conditions (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 and Conditions will not be affected and the Company's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by these Terms and Conditions.

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14.2 The Customer shall not transfer (assign) their obligations and rights under these Terms and Conditions or under the Hire Agreement as applicable without the prior written permission of the Company.

14.3 The Terms and Conditions shall not be enforceable between the Customer and the Company. It is not intended that these Terms and Conditions shall be enforceable by any person or third party in any way and no such person or third party shall be entitled to enforce any provision of these Terms and Conditions.

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

14.5 No failure by the Company to exercise any of its rights under these Terms and Conditions shall constitute a waiver by the Company that it has waived that right, and no waiver by the Company of any provision of these Terms and Conditions shall constitute a waiver by the Company of any subsequent breach of the same or any other provision of these Terms and Conditions.

## 15. Law and Jurisdiction

15.1 These Terms and Conditions, 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.

15.2 Any dispute or 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 referred to the [non-]exclusive jurisdiction of the English Courts.

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