

BACKGROUND:

These Terms and Conditions shall apply to the hire of office equipment from <<insert business name>> [, <<insert business name>>], a <<insert business type>> [Company etc.>>] [registered in England, Wales, Scotland or Northern Ireland], whose registered address is <<insert address>> [and whose principal place of business is <<insert address>>] ("the Company") to customers hiring the Equipment from the Company for use at their business.

the hire of office equipment ("the Equipment") from the Company (whose name if different from company name is <<insert name>>), a <<insert business type>> [Partnership, LLP, Private Limited Company etc.>>] [registered in England, Wales, Scotland or Northern Ireland] [insert registration number>>] [whose registered address is <<insert address>>] and] whose main trading address is <<insert address>> [and whose principal place of business is <<insert address>>] ("the Company") for the purposes of and for the purposes of a hire agreement ("the Hire Agreement").

1. Definitions and Interpretation

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

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

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

- 1.2 Unless the context otherwise requires, the following definitions shall apply to 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 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 Clause or paragraph of the relevant Schedule); and
 - 1.2.6 a “Party” or the “Parties” means the Party or Parties to these Terms and Conditions.
- 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 Equipment will be hired under 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 up to <<e.g. 6 months>> and subject always to the existence of equipment available for hire made by other customers.

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The Company shall not be liable for extensions but can agree to extensions at the discretion of the Customer beyond the Hire Term.

- 2.3 The Company reserves the right to repossess the Equipment immediately at any time. In the event the Customer is not reimbursed for any loss of the Equipment, the Company shall be deemed to have authorised the Customer to enter the Equipment. The Customer shall be liable 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 Equipment. The Deposit shall be retained by the Company until the Deposit has been received in full.
- 3.2 As provided by and as set out in the Hire Agreement, the Deposit will be retained by the Company if any of it is lost, damaged or destroyed.
- 3.3 At the end of the Hire Term, the Customer shall have a period of <<e.g. 4 weeks>> within which to return the Equipment. If the Equipment 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 of damage, the Company shall provide the reasons for the damage and relevant calculations.

4. Fees and Payment

- 4.1 The Hire Fees will be calculated in accordance with the type and quantity of the Equipment which may be included in the Hire Agreement.
- 4.2 Payment of Hire Fees shall be made in full, as set out in the Hire Agreement, on or before the date of delivery of the Equipment. Payment may be made by cash, by credit card or by BACS or cheque (subject to the presentation of a valid cheque card). All cheques must be made payable to <<insert name>>.
- 4.3 All payments to be made by the Customer shall be in the form of regular <<insert period, e.g. monthly>> payments. The Company will invoice the Customer on a <<insert period, e.g. monthly>> basis. Payments shall be required within <<insert period, e.g. 30>> days of the date of the invoice.
- 4.4 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.
- 4.5 If either Party fails to comply with its obligations under these Terms and Conditions, the other Party shall be entitled to terminate the Hire Agreement. In the event of termination, that amount shall be payable by the Customer both before and after the date of termination.

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VAT inclusive amount of 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.

ny amount which is payable to the other Party shall be entitled to terminate the Hire Agreement. In the event of termination, that amount shall be payable by the Customer both before and after the date of termination.

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- 6.6 The Customer shall not modify, alter, repair, or connect other items to the Equipment where such modification, alteration, repair, or connection does not exceed the design limitations of the Equipment and does not cause damage to the Equipment in any way.
- 6.7 The Customer shall treat the Equipment with a reasonable level of care and shall keep the Equipment clean, subject always to reasonable levels of wear and tear.
- 6.8 The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Company. When the Customer contacts the Company for repairs, the Company shall have the option of repairing the Equipment. If the Customer insists on making repairs, the cost of such repairs shall be borne by either the Company or the Customer, as being determined by the reasons for those repairs.
- 6.9 The Customer shall ensure that the Equipment is repaired to the standards specified by the relevant manufacturer using only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for all repair work.
- 6.10 All parts replaced during the Hire Term shall be replaced by the Company provided that such replacement is necessary due to normal wear and tear. Additional damage caused by misuse shall be charged for the cost of replacement parts and labour.
- 6.11 The Customer shall not remove any labels from the Equipment or any part/s of it.

7. Insurance and Liability for Loss or Damage

- 7.1 [The Equipment shall be insured by the Company as part of the Hire. This insurance shall cover the following:
- 7.1.1 Theft; and
- 7.1.2 Fire.
- The insurance cover provided for in this Clause 7 shall not cover accidental or malicious damage to the Equipment.]

OR

- [It is the responsibility of the Customer to insure the Equipment against loss, damage, theft, or fire. The insurance cover stated for the Equipment shall be that shown in the Equipment List.
- The Customer shall provide proof of such insurance to the Company on demand.
- 7.2 Where the Customer does not insure the Equipment against any particular or all risks, the Customer shall be responsible for any loss or damage to the Equipment which occurs while it is in the

- Customer, however it occurs, subject to sub-Clause 7.3.
- 7.3 The Company shall be liable to the Company for any loss of or damage to the Equipment or omission of the Company or for any damage pre-existing or omission of the Company or for any normal wear and tear of the Equipment by or on behalf of the Customer.
- 7.4 Any damage to the Equipment which the Customer is liable under this Clause 7 will firstly be taken into account the cost of repairing the damage or replacing the Equipment in the Company's opinion, higher than the sum of the amount of the Hire Fees, the Customer must pay the excess sum.
8. **Company's Liability**
- 8.1 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.
- 8.2 The Company shall be liable in contract or tort (including negligence) by reason of its breach of any term of these Terms and Conditions or other term of the Hire Agreement, or any breach by the Company of any term of the Hire Agreement, or any negligent or innocent misrepresentation or negligence or other duty at common law, for any:
- 8.2.1 Failure of any Equipment;
- 8.2.2 Delay in delivery;
- 8.2.3 Failure to deliver, business;
- 8.2.4 Failure to deliver, opportunity;
- 8.2.5 Failure to deliver, products;
- 8.2.6 Failure to deliver, things; or
- 8.2.7 Failure to deliver, consequential loss, damage, costs, expenses or other losses.
- 8.3 The Company shall be liable for any personal injury or damage to property arising from the use of the Equipment by the Customer 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.
- 8.4 The Company shall be liable for any personal injury or damage to property which results from the Customer's improper use of the Equipment.
- 8.5 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 other intentional wrongdoing.
- 8.6 Notwithstanding the above provisions of this Clause 8, the maximum amount of the Company's liability under these Terms and Conditions and the Hire Agreement shall be limited to [e.g. 3] times the value of the Hire Agreement, and the Company shall not be liable for consequential loss, damage, costs, expenses or other losses.

9. **Data Protection**

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

10. **Termination**

10.1 When the Hire Agreement is terminated by an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

10.1.1 you breach any of these Terms and Conditions;

10.1.2 you fail to return their personal belongings confiscated in order to

10.1.3 you are subject to a receiving order made against them.

10.2 When the Hire Agreement is terminated by the Company, the Company shall be entitled to terminate the Hire Agreement in the event that:

10.2.1 you breach any of these Terms and Conditions;

10.2.2 you go 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.

10.3 In the event of any of the above reasons:

10.3.1 the Hire Agreement under the Hire Agreement shall become due and payable and

10.3.2 the Company shall have the immediate right to request the immediate return of the Equipment or the repossession of the Equipment and may charge you for any reasonable costs involved in such

11. **Communications**

The Customer may contact the Company in person at [any of] the Company's branch(es), by telephone at <<insert number>>, by email at <<insert email address>>, or by post at <<insert company name>>, <<insert address>>.

12. **Complaints**

12.1 The Company seeks 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 writing to <<insert name and/or position and/or address>>;]

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12.3. [redacted] d to <<insert name and/or position and/or
[redacted] email address>>];

12.3. [redacted]'s complaints form, following the instructions
[redacted]

12.3. [redacted] company by telephone on <<insert telephone
[redacted] option <<insert number>> when prompted.]]

13. Entire Agreement

13.1 The [redacted] the Hire Agreement, these Terms and Conditions
and [redacted] expressly incorporated into the Hire Agreement,
containing [redacted] between the Parties with respect to its subject
matter [redacted] except by an instrument in writing signed by
the [redacted] representative of each Party.

13.2 Each [redacted] that, in entering into the Hire Agreement, neither
Party [redacted] relies on any representation, warranty or other
provided in the documents comprising the Hire
Agreement.

14. Other Important Provisions

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

14.2 The [redacted] transfer (assign) their obligations and rights under
these Terms [redacted] or under the Hire Agreement as applicable
without [redacted] written permission.

14.3 The [redacted] between the Customer and the Company. It is not
intended [redacted] person or third party in any way and no such
person [redacted] to enforce any provision of these Terms and
Conditions.

14.4 If any [redacted] these Terms and Conditions are found to be
unlawful [redacted] unenforceable by any court or other authority,
that [redacted] be deemed severed from the remainder of these
Terms [redacted] remainder of these Terms and Conditions shall be
valid [redacted]

14.5 No [redacted] company in exercising any of its rights under these
Terms [redacted] that it has waived that right, and no waiver by
the [redacted] of any provision of these Terms and Conditions
shall [redacted] subsequent breach of the same or any other
provision [redacted]

15. Law and Jurisdiction

15.1 These [redacted]s, the Hire Agreement, and the relationship
between [redacted] the Company (whether contractual or otherwise)
shall [redacted] construed in accordance with the law of England
and [redacted]

15.2 Any [redacted] proceedings or claim between the Customer and the

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