

**ADVANCE BOOKING HIRE**

**TERMS AND CONDITIONS (B2C)**

**BACKGROUND:**

These Terms and Conditions are to

apply:

A. to the hire of <<insert product type>> <<insert trading name if different from company name>> [, trading as <<insert trading name if different from company name>>], a <<insert business type, e.g. Sole Trader, Partnerships, Limited Company etc.>> [registered in England under number <<insert registered address>>] [, whose registered address is <<insert registered address>>].

<<insert product type>> [, trading as <<insert trading name if different from company name>>], a <<insert business type, e.g. Sole Trader, Partnerships, Limited Company etc.>> [registered in England under number <<insert registered address>>] [, whose registered address is <<insert registered address>>].

B. where You are hiring <<insert product type>> as a <<insert business type, e.g. Sole Trader, Partnerships, Limited Company etc.>> as defined in Clause 1 of these Terms and Conditions.

“Consumer” as defined 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:

the context otherwise requires, the following expressions shall have the meanings:

<b>“Accidental Damage Waiver”</b>	explained in Clause 10, for a fee in addition to the main part of the Price, to cover the cost of any accidental damage to <<insert product type>> that would otherwise incur charges;
<b>“Business”</b>	any business, trade, craft, or profession or any other person/organisation;
<b>“Calendar Day”</b>	any day of the year;
<b>“Consumer”</b>	“Consumer” as defined by the Consumer Protection Act 1986, that is to say an individual who hires <<insert product type>> for his/her personal use wholly or mainly outside the business;
<b>“Contract”</b>	the binding agreement for the hire of <<insert product type>> by You from Us, as set out in Clause 3;
<b>“Deposit”</b>	any sum payable at the time of Your Order to secure your Order, as explained in Clause 4;
<b>“&lt;&lt;insert product type&gt;&gt;”</b>	<<insert product type and description>> to be hired by You subject to these Terms and Conditions;
<b>“Hire Period”</b>	the period not exceeding 3 months in which you will hire the <<insert product type>>;
<b>“Price”</b>	the NET inclusive sum payable by You for the hire of the <<insert product type>> (not including any Security Deposit or fee for Accidental Damage Waiver).

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# S A M P L E

<b>“Order”</b>	m ty S C th o	g for the <<insert product in the form set out in copy of these Terms and that order] <b>OR</b> [printed on <b>OR</b> [given to You with that
<b>“Order Confirmation”</b>	m o	nd confirmation in writing d in Clause 3;
<b>“Regulations”</b>	m C 2	Contracts (Information, al Charges) Regulations
<b>“Security Deposit”</b>	m (b w p th th n	e under sub-Clause 7.5 of replacement cost, and of doubt, does not form cover the non-return, loss, <<insert product type>> to ntal Damage Waiver does
<b>“We/Us/Our”</b>	m < n T e < a w a	y name>> [, trading as different from company business type, e.g. Sole Private Limited Company England under number ber>>] [,whose registered istered address>> and] ss is <<insert address>>;
<b>“You”</b>	m	e <<insert product type>>.

- 1.2 “writing” and any similar  
whether sent by e-mail, [tex
- 1.3 Each reference to the singu  
where appropriate.

## 2. Information About Us

- 2.1 <<insert business name>> [  
company name>>], is a <<i  
LLP, Private Limited Comp  
<<insert registration numb  
registered address>> and] v
- 2.2 [Our VAT number is <<inser
- 2.3 [We are regulated by <<inse
- 2.4 [We are a member of <<inse
- 2.5 [<<Insert further information

## 3. The Contract

- 3.1 These Terms and Condition  
the hire of <<insert produc  
Contract between Us and Y

electronic communications  
ns.

the plural and vice versa

ding name if different from  
Sole Trader, Partnership,  
n England under number  
ed address is <<insert  
ss is <<insert address>>.

)>>.]

n(s) etc.>>.]

Order Confirmation govern  
will form the basis of the  
e and submit an Order to

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Us, please ensure t  
You are unsure abo  
for clarification.

Terms and Conditions carefully. If  
ms and Conditions, please ask Us

3.2 Nothing provided b  
literature, price list  
capable of accepta  
comprising the con  
may, at our discretio

t limited to, sales and marketing  
s constitutes a contractual offer  
der constitutes a contractual offer  
these Terms and Conditions. We  
offer.

3.3 A Contract (i.e. a  
created upon (and o  
Order Confirmation  
agreement will be  
provided in writing  
provided>>.

nt) between Us and You will be  
ce of Your Order, indicated by Our  
the Deposit but no legally binding  
wise. Order Confirmations will be  
when Order Confirmations are

4. <<insert product type>> E

4.1 We use all reasona  
regularly <<insert a  
etc.>>, and/or repla

e that <<insert product type>> are  
cleaned, repaired, safety checked

4.2 We will advise You

4.3 <<Insert further p  
Clauses as necessa

s required, adding further sub-

5. Your Order and Rules of

5.1 When making You  
information:

required to supply the following

5.1.1 <<insert info

5.1.2 <<insert info

5.1.3 <<insert info

5.1.4 <<insert info

5.2 The following rules

of <<insert product type>>:

5.2.1 <<insert rule

5.2.2 <<insert rule

5.2.3 <<insert rule

5.2.4 <<insert rule

5.3 <<Add further oblig

6. Hire Period

6.1 The Hire Period sh  
in Our Order Confir

fied] in Your Order and confirmed

6.2 Unless it is expres  
time>> and ends at  
Periods of one day  
Period for Hire Peri

e Hire Period begins at <<insert  
ame day on the same day for Hire  
ne>> on the final day of the Hire

6.3 Unless We express  
no Hire Period may

confirm that agreement in writing),  
>.

6.4 You may extend t

acting Us via <<insert preferred

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meth  
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shall  
etc.>  
daily  
and,  
upon

ail>>. The Hire Period shall only be extended if  
when You contact Us to request an extension. An  
up to <<e.g. 7 days>> subject always to the  
ns made by other customers. We shall use all  
satisfy Your request for any extension but cannot  
the <<insert product type>> to You beyond the  
period. A fee for each extension to a Hire Period  
which is [Our normal <<insert frequency, e.g. daily  
<<insert frequency, e.g. daily>> of Our normal <<insert frequency, e.g.  
>> shall be payable by You in addition to the Price  
otherwise agree, the extension shall only take effect

7. Fees and Payment

7.1 When  
perce  
Order

you will be required to pay a Deposit of <<insert  
Price (as part of the total Price) to secure your

7.2 The  
docu

<<insert product type>> will be that shown in Our <<insert  
>> current at the time of Your Order.

7.3 We  
prom  
adve  
price

we, offer special prices, discounts and other  
special prices will be valid only for the period  
during such a period will be accepted at the special  
at the Order until after the period has expired.

7.4 The  
produ

ce must be paid when You collect the <<insert  
>> the Hire Period.

7.5 A Se  
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[or] [  
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<<insert sum>> must be paid by credit or debit card  
<<insert product type>> at the start of the Hire Period.  
<<insert product type>> to You without the payment of  
Security Deposit will be retained by Us in full or in  
<<insert product type>> is not returned or if it is lost, stolen or  
to the extent that in any such case it falls outside the  
Accidental Damage Waiver. At the end of the Hire  
Period, the <<insert product type>> upon its return by  
You, routine [cleaning,] [repair,] [maintenance] [or]  
[replacement] as a result of normal wear and tear, You will receive the  
<<insert product type>>. In the event that, due to anything other than  
normal wear and tear, <<insert product type>> is required during the Hire Period, [either] [replacement]  
[or] [repair,] [and / or] [maintenance] is required, We  
shall retain the <<insert sum>> deposit in full or in part as appropriate to the extent  
of the <<insert sum>> or terms of the Accidental Damage Waiver and  
shall retain the <<insert sum>> for such retention in writing, including all  
relevant pricing information. This Clause 7.5 shall apply  
whether or not You have insurance cover.

7.6 All P  
betw  
We v  
affect

<<insert percentage>>%. If the rate of VAT changes  
between the date of Your order and the date of Your payment of the Price,  
We shall retain the <<insert sum>> VAT that You must pay. Changes in VAT will not  
affect the <<insert sum>> if You have already received payment in full from You.

8. Cancellation

8.1 You  
subje

at any time before the start of the Hire Period

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8.1.1 If You return the Goods to Us more than <<insert period>> before the start of the Hire Period, there will be no charge and Your Deposit will be returned to You.

8.1.2 If You return the Goods to Us less than <<insert period>> but more than <<insert period>> before the start of the Hire Period, We will retain Your Deposit in full.

8.1.3 If You return the Goods to Us less than <<insert period>> before the start of the Hire Period, We will retain Your Deposit in full and charge a further <<insert percentage>>% of the total Price.]

8.1.4 On the day that the Hire Period begins, We will charge You the full Price and the balance of the full Price will also be due to Us.

8.2 We may, at Our discretion, reduce or waive any of the charges detailed above due to exceptional circumstances.

9. **Collection, Delivery and Return**

9.1 The Goods must be ready for collection <<insert time>> on the date stated in the Order Confirmation. The Goods must be ready for collection from which the <<insert product type>> will be delivered to You.

9.2 You must ensure that the Goods are ready for collection at the time of collection. If there is any missing or damaged item or part/s or if there is any visible damage to the Goods otherwise not as required by these Terms and Conditions, You must inform Us immediately, before leaving Our store. We will use all reasonable endeavours to replace the missing item or part/s or damaged item or part/s <<insert product type>>. If We are unable to replace missing items or part/s <<insert product type>> and the alternatives We are able to offer are not suitable for Your purposes, You will receive a full refund of any sums paid by You.

9.3 We will use all reasonable endeavours to provide consumers with goods that are of the quality, quantity and condition required for the purpose, and in accordance with descriptions, specifications and pre-contract information provided by Us. [We are required to set up] the goods correctly and, for the purposes of this clause, failure to do so will render the goods 'damaged' and/or 'faulty'. If You notice any damage (pre-existing) or fault with the <<insert product type>> during the Hire Period, please inform Us as soon as is practicable. We will use all reasonable endeavours to provide a repair if a repair is possible without causing you any inconvenience. If a repair is not possible, We will replace the <<insert product type>>, or if You would prefer to reject the <<insert product type>>, whether before or after a repair, We will replace the <<insert product type>> or repaired <<insert product type>> is still damaged or faulty. We will offer you a refund equal to the remaining, unused portion of the Hire Period. Any refund due to You will be made as soon as is practicable and in any event within 14 Calendar Days of the date that You are entitled to a refund. Refunds will be made by the same method originally used by You unless You specify an alternative method.

9.4 The Goods must be returned to Us <<insert time>> on the date stated in the Order Confirmation. Goods returned late will incur an excess charge of <<insert amount>> per <<insert product type>>, per day (with the first day free). Goods returned <<insert time>> on the date stated in the Order Confirmation may be returned early, however We will not refund the full Price.

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unde...

10. **Accidental**

10.1 We o... insurance cover in relation to Hire of any <<insert  
produ...

10.1... e Waiver [will be automatically added to Your  
oved at Your request] OR [can be added to Your

10.1... age Waiver covers any accidental damage to  
>> while they are in Your possession subject to

10.1... ge Waiver for the <<insert product type>> does  
when it is in Your possession:

us or deliberate damage to <<insert product  
or anyone else or that which, in Our opinion, has  
y negligence or improper use by You or anyone  
Hire Period;

theft of <<insert product type>>; or

to return <<insert product type>> by the end of

10.2 If the... Waiver is included in the hire, it shall be in  
consi... al fee [equivalent to, and in addition to, <<e.g.  
10>>... e amount of which will be set out in the Order].  
Unde... e Waiver, we shall, subject to the following, waive  
any... ou for accidental damage to <<insert product  
type>... e arise under these Terms and Conditions. If  
dama... >> is not covered by the Accidental Damage  
Waiv... ous or deliberate or negligent or the <<insert  
produ... oten, the cover provided under the Accidental  
Dama... alidated, responsibility for the damage, loss or  
theft... and You shall be required to pay the full costs of  
repa...

10.3 Your... provide cover for <<insert product type>>. It shall  
be Yo... y this with Your insurers.

11. **Loss and D**

11.1 You... will be required to indemnify Us for, any loss or  
dama... due to normal wear and tear which may occur to  
<<ins... ng the Hire Period (if and as extended) to the  
exter... mage or defect falls outside of the scope or terms  
of the... /waiver described in Clause 10 or no Accidental  
Dama...

11.2 Any o... clause 11 will firstly be taken out of Your Security  
Depo... g the damage or defect or replacing the <<insert  
produ... ion, higher than the sum of the Security Deposit,  
You v... y excess sum.

11.3 You... under this Clause 11 or otherwise for any loss,  
dama... tent that it falls within the Accidental Damage  
Waiv... 10 where the fee is paid for Accidental Damage

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- 11.4 You under this Clause 11 or otherwise for any pre-  
existi or fault in the <<insert product type>> that has  
alrea r sub-Clause 9.2 at the time of collection, or for  
any d discovered under sub-Clause 9.3.
- 11.5 Full d under this Clause 11 are available on request.
12. **Our Liability**
- 12.1 We v any foreseeable loss or damage that You may  
suffe breach of these Terms and Conditions or other  
terms a result of Our negligence. Loss or damage is  
fores obvious consequence of Our breach or negligence  
or if i and Us when the Contract is formed. We will not  
be re damage that is not foreseeable.
- 12.2 [In a lity under these Terms and Conditions shall be  
limite to <<e.g. 5 times>> the value of the Contract  
betw ue” being for this purpose the total Price and any  
furthe xtension to the Hire Period payable by You.]
- 12.3 Noth Conditions seeks to exclude or limit Our liability  
for d caused by Our negligence (including that of Our  
empl b-contractors); or for fraud or fraudulent  
misre
- 12.4 Noth Conditions seeks to exclude or limit Our liability  
with r ts as a consumer. For more information on Your  
legal dies You may be entitled to if something goes  
wron **AND/OR** [contact Your local Citizens Advice  
Bure Office.].
13. **Events Out (Force Majeure)**
- 13.1 We v y failure or delay in performing Our obligations  
wher results from any cause that is beyond Our  
reaso ses include, but are not limited to: power failure,  
interr re, strikes, lock-outs or other industrial action by  
third er civil unrest, fire, explosion, flood, storms,  
earth s of terrorism (threatened or actual), acts of war  
(decl ened, actual or preparations for war), pandemic,  
epide aster, or any other similar or dissimilar event that  
is be trol.
- 13.2 If any this Clause 13 occurs that is likely to adversely  
affect ny of Our obligations under these Terms and  
Conc
- 13.2. soon as is reasonably possible;
- 13.2. hen the event outside of Our control is over and  
new dates, times or availability as necessary;
- 13.2. f Our control continues for more than <<insert  
ll cancel the Contract and inform You of the

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13.2. Our control continues for more than <<insert time  
>> to cancel the Contract, You may do so by

13.2. If You cancel the Contract under this Clause 13 before the Hire Period  
ends, the Hire Fees You have paid to Us will be refunded in full.  
These Terms and Conditions regarding the retention  
of the Contract will apply.

14. **Communications**

If You wish to contact Us with questions or complaints, You may contact Us in person  
at [any of] Our offices, by telephone at <<insert number>>, by email at <<insert email  
address>>, or by post to <<insert company name>>, <<insert address>>.

15. **Complaints**

15.1 We are committed to listening to feedback from Our customers and, whilst We always use  
all reasonable steps to ensure that Your experience as a customer of  
Ours is the best it can be, we nevertheless want to hear from You if You have  
any concerns.

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

15.3 If You have a complaint about any aspect of Your dealings with Us, including,  
but not limited to, Our Terms and Conditions, the Contract, or the <<insert  
product type>>, please contact Us in one of the following ways:

15.3.1 by post to <<insert name and/or position and/or  
address>>;]

15.3.2 by email to <<insert name and/or position and/or  
email address>>;]

15.3.3 by telephone form, following the instructions included with the

15.3.4 by telephone on <<insert telephone number>> [and  
<<insert number>> when prompted.]]

16. **Regulations**

We are required by certain Regulations to ensure that certain information is given or  
made available to You before We make the Contract except where  
that information is not relevant to the context of the transaction. We have  
included the relevant Regulations in these Terms and Conditions for You to see  
now, or We will provide You in the Order that We give You [and/or in one  
or more other documents] the information will, as required by the Regulations,  
be part of the information provided to You as a Consumer.

17. **Information**

As required

17.1 all of the information provided in Clause 16; and

17.2 any information that We give to You about hiring <<insert product  
type>> and the account when deciding to hire <<insert product  
type>> and any other decision about doing so;

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the Contract (i.e., Our contract with You) as a

18. **How We Use Your Information (Data Protection)**

We will only use Your Information as set out in Our <<insert document name, e.g. Privacy Policy>> from <<insert location(s)>>[copy attached].

19. **Other Important Information**

19.1 We reserve the right to assign our obligations and rights under these Terms and Conditions (including the right to sell Our business) to a third party (this may happen without Our notice). If this occurs, You will be bound by the terms and conditions of the contract with the third party. Your obligations and 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 You are entering into the Contract, as applicable) without Our express written consent.

19.3 The Contract is intended to benefit 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 provision 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 and the remainder of these Terms and Conditions shall be valid and enforceable.

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

20. **Governing Law**

20.1 These Terms and Conditions, the Contract, and the relationship between You and Us (whether or not written or otherwise) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

20.2 As a result of the application of the law in Sub-Clause 20.1 above, You will not benefit from any mandatory provisions of the law in your jurisdiction if anything in Sub-Clause 20.1 above takes away or restricts those provisions and You agree to rely on those provisions.

20.3 Any dispute or proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether or not written or otherwise) shall be subject to the jurisdiction of the courts of [England & Wales] [Scotland], or Northern Ireland, as determined by the law of that jurisdiction.

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