

## TERMS AND CONDITIONS (B2C)

### BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to the hire of <<insert product type>> and related equipment by <<insert company name>> [, trading as <<insert trading name if different from company name>>], a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.
- B. where You are hiring <<insert product type>> as a “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 have the following meanings:

<b>“Accidental Damage Waiver”</b>	means a fee paid by You which covers any accidental damage to <<insert product type>> that would otherwise incur charges, as explained in Clause 9;
<b>“Business”</b>	means any business, trade, craft, or profession carried on by You or any other person/organisation;
<b>“&lt;&lt;insert product type&gt;&gt;”</b>	means <<insert product type>> supplied by Us and hired by You subject to these Terms and Conditions;
<b>“Business Day”</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Consumer”</b>	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who hires <<insert product type>> for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Contract”</b>	means the contract for the hire of the <<insert product type>> by You from Us, as explained in Clause 3;
<b>“Hire Agreement Form”</b>	means the form completed and signed by You specifying the details of Your <<insert product type>> hire;
<b>“Hire Period”</b>	means the period for which You will hire the <<insert product type>>;
<b>“Month”</b>	means a calendar month;

<b>“Price”</b>	means the total price payable for the hire of the <<insert product type>>;
<b>“Security Deposit”</b>	means the sum payable under sub-Clause 7.4 to cover the non-return, loss, theft or non-accidental damage of the <<insert product type>>;
<b>“We/Us/Our”</b>	means <<insert company name>>, a company registered in England under <<insert company number>> of <<insert address>> and includes all employees and agents of <<insert company name>>; and
<b>“You”</b>	means you, the hirer of the <<insert product type>>.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference the singular number shall include the plural and vice versa where appropriate.

## 2. Information About Us

- 2.1 <<insert company name>> [, trading as <<insert trading name if different from company name>>,] is a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.
- 2.2 [Our VAT number is <<insert VAT number>>.]
- 2.3 [We are regulated by <<insert name(s) of regulator(s)>>.]
- 2.4 [We are a member of <<insert name(s) of association(s) etc.>>.]
- 2.5 [<<Insert further information as required>>.]

## 3. The Contract

- 3.1 These Terms and Conditions govern the hire of <<insert product type>> from Us and will form the basis of the Contract between Us and You. Before completing the Hire Agreement Form, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your completed Hire Agreement Form constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of Your signed Hire Agreement Form, indicated by Our signing the Hire Agreement Form, and Your payment of the Price.

- 4. <<insert product type>> Maintenance**
- 4.1 We use all reasonable measures to ensure that <<insert product type>> are regularly <<insert a>> cleaned, repaired, safety checked etc.>>, and/or replaced.
- 4.2 At the time of hire, <<insert details>>.
- 4.3 <<Insert further provisions as required, adding further sub-Clauses as necessary>>.
- 5. Your Obligations**
- 5.1 The following rules apply to the use of <<insert product type>>:
- 5.1.1 <<insert rule>>
- 5.1.2 <<insert rule>>
- 5.1.3 <<insert rule>>
- 5.1.4 <<insert rule>>
- 5.2 <<Add further obligations>>.
- 6. Hire Period**
- 6.1 The Hire Period shall be as stated on the Hire Agreement Form.
- 6.2 Unless it is expressly stated otherwise, the Hire Period begins at <<insert time>> and ends at <<insert time>> on the same day for Hire Periods of one day or at <<insert time>> on the day following the day of the Hire Period for Hire Periods exceeding one day.
- 6.3 You may extend the Hire Period by <<insert number>> days, by notifying Us <<insert preferred methods, e.g. by telephone, in writing>> and Hire Periods shall be charged at <<insert rate>> [Our normal <<insert rate>>, daily etc.>> rate] **OR** [<<insert rate>>, daily etc.>> rate].
- 7. Fees and Payment**
- 7.1 The Price for the <<insert product type>> will be that shown in Our <<insert document, e.g. price list>> of Your hire.
- 7.2 We may, from time to time, offer special prices, discounts and other promotional offers. These offers will be valid only for the period advertised.
- 7.3 The balance of the <<insert amount>> (if any) should be made when You collect the <<insert product type>> at the start of the Hire Period.
- 7.4 A Security Deposit of <<insert amount>> should be paid by credit or debit card when You collect the <<insert product type>> at the start of the Hire Period. We will not release the <<insert product type>> to You without the payment of the Security Deposit. The Security Deposit will be retained by Us in full or in part if any <<insert product type>> is returned, lost, stolen or damaged in any way that falls outside the terms of the Damage Waiver.
- 7.5 All Prices include Value Added Tax (VAT) at <<insert rate>>%.

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9.3.2 Loss or theft

9.3.3 Failure to return the <<insert product type>> by the end of the Hire Period.

## 10. Loss and Damage

10.1 You are responsible for any loss or damage which may occur to the <<insert product type>> that falls outside of the terms of the Accident Insurance Policy described in Clause 9.

10.2 Any charges due under the Accident Insurance Policy must firstly be taken out of Your Security Deposit. If the cost of repairing or replacing the <<insert product type>> is, in Our opinion, more than the amount of the Security Deposit, You will be required to pay a further amount.

10.3 You will not be responsible for any loss or damage to <<insert product type>> that has already been claimed under sub-Clause 8.2 at the time of collection, or for any loss or damage discovered under sub-Clause 8.3 during the Hire Period.

10.4 Full details of all charges will be provided on request.

## 11. Our Liability

11.1 We will be responsible for any loss or damage that You may suffer only as a result of Our negligence or as a result of Our negligence, or if it is foreseeable only if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when the Contract is made. We will not be responsible for any loss or damage that is not caused by Our negligence.

11.2 [In any event, Our liability shall be limited to the value of the <<insert product type>> payable by You.] The Terms and Conditions shall be those of Us and You, that is, the total Price of the <<insert product type>>.

11.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury, or for negligence (including that of Our employees, agents or subcontractors) or for fraud or fraudulent misrepresentation.

11.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your legal rights and obligations. For more information on your legal rights and obligations, please [contact your local Citizens Advice Bureau or Trading Standards Office].

## 12. Events Outside of Our Control

We will not be liable for any loss or damage if the failure or delay results from events outside of Our reasonable control. Such events include, but are not limited to, strikes, lock-outs or other industrial disputes, fire, explosion, flood, storm or other natural events, acts of war (declared or actual), acts of terrorism (threatened or actual), epidemic or other public health events, or other event that is beyond Our control.

### 13. Communication and Contact

If You wish to contact Us with any queries, comments, or feedback, You may contact Us in person at [any of] Our store[s], by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert company name>>, <<insert address>>.

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### 14. Complaints and Feedback

14.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve any issues, Your experience as a customer of Ours is a positive one. We want to hear from You if You have any cause for complaint.

customers and, whilst We always use all reasonable endeavours to resolve any issues, Your experience as a customer of Ours is a positive one. We want to hear from You if You have any cause for complaint.

14.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location(s)>>.

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14.3 If You wish to complain, please contact Us, but not limited to, the following ways:

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14.3.1 [In writing, to the relevant department]

to the relevant department]

14.3.2 [By email, to the relevant department]

to the relevant department]

14.3.3 [Using Our complaint form;]

g the instructions included with the

14.3.4 [By contacting Us on <<insert telephone number>> choosing option <<insert option>>]

<<insert telephone number>> [and when prompted.]]

### 15. How We Use Your Personal Data (Data Protection)

15.1 All personal information collected by Us will be collected, processed, and held in accordance with the EU Regulation 2016/679 General Data Protection Regulation (GDPR).

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15.2 For complete details of the processing, storage, and retention of personal data included in these Terms and Conditions, the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, and how to opt out of marketing (where applicable), please refer to Our Privacy Policy at <<insert location>>.

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### 16. Other Important Terms

16.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and any amendments) to a third party (this may happen, for example, in the event of a business sale). If this occurs You will be informed by Us in writing and Your obligations under these Terms and Conditions will not be affected and the third party who takes over these Terms will be transferred to You.

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16.2 You may not transfer (assign) our obligations and rights under these Terms

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- and Conditions (and any other applicable) without Our express written permission.
- 16.3 The Contract is between Us and you and is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of these Terms and Conditions.
- 16.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.
- 16.5 No failure or delay in exercising any of Our rights under these Terms and Conditions means that We will not waive any subsequent right, and no waiver by Us of that right, and no waiver by Us of any provision of these Terms and Conditions means that We will not waive any other provision.
- 17. Governing Law and Jurisdiction**
- 17.1 These Terms and Conditions and the relationship between you and Us (whether or not a contract) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].
- 17.2 As a consumer, you acknowledge that the mandatory provisions of the law in your country of residence may apply. Clause 17.1 above takes away or restricts those provisions.
- 17.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not a contract), shall be subject to the jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, as determined by your residency.