

BACKGROUND:

These Terms and Conditions are to apply:

- A. to the hire of <<insert product name>> [, trading as <<insert company name>>], a <<insert business type, e.g. sole trader, partnership, LLP, Private Limited Company etc.>> [registered in England or Wales] whose registered address is <<insert registered address>> ("Us")
- B. where You are hiring <<insert product name>> for the purposes of a "Business" and not as a "Consumer" as defined in Clause 1 of these Terms and Conditions.

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, the following expressions shall have the meanings:

"Business"

"<<insert product type>>"

"Consumer"

"Contract"

"Force Majeure"

"Hire Agreement Form"

"Hire Period"

apply:

equipment from <<insert company name>> [different from company name>>], a <<insert business type, e.g. sole trader, partnership, LLP, Private Limited Company etc.>> [registered in England or Wales] whose registered address is <<insert registered address>> and] whose main trading address is <<insert trading address>>.

the purposes of a "Business" and not as a "Consumer" as defined in Clause 1 of these Terms and Conditions.

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

"Business" means any business, trade, craft, or profession carried on by or for any other person/organisation;

"<<insert product type>>" means <<insert product type>> supplied and hired by Us, subject to these Terms and Conditions.

"Consumer" means an individual who hires <<insert product type>> as defined by the Consumer Protection Act 1986, that is to say an individual who hires <<insert product type>> for his/her personal purposes wholly or mainly outside the business;

"Contract" means the contract for the hire of the <<insert product name>> by You from Us, as explained in Clause 1.1.

"Force Majeure" means an event that is beyond the reasonable control of the party in question including, but not limited to, fire; failure; internet service provider failure; internet service provider outages; power outages; strike-outs or other industrial action by the party or its suppliers or contractors; war; terrorism; explosion; flood; storms; subsidence; acts of terrorism (actual); acts of war; governmental action; epidemic or other natural disaster or similar or dissimilar circumstances beyond the party's reasonable control;;

"Hire Agreement Form" means the Hire Agreement Form completed and signed by You in the details of Your <<insert product name>> in the form of the draft attached as a Schedule 1 to these Terms and Conditions];

"Hire Period" means the period for which You will hire the <<insert product type>>;

- “Price”** m... sive price payable for the
h... t type>>;
- “Security Deposit”** m... under sub-Clause 7.4 to
co... s, theft or non-accidental
da... product type>>;
- “We/Us/Our”** m... ove; and
- “You”** m... e <<insert product type>>.
- 1.2 “writing” and any similar... electronic communications
whether sent by e-mail, [tex... means.
- 1.3 Each reference to the singu... the plural and vice versa
where appropriate.
- 1.4 An individual completing an... ent Form (“signatory”) on
behalf of the hirer hereby re... that the signatory has the
hirer’s authority to do so, an... representation and warranty.
If the signatory does not ha... signatory shall instead be
deemed to be the hirer an... s/he had completed and
signed the Hire Agreement
2. **Information About Us**
- 2.1 [Our VAT number is <<insert...]
- 2.2 [We are regulated by <<insert...>>].]
- 2.3 [We are a member of <<insert...n(s) etc.>>].]
- 2.4 [<<Insert further information...]
3. **The Contract**
- 3.1 These Terms and Condition... insert product type>> from
Us by You and will form the... between Us and You.
- 3.2 Nothing provided by Us in... to, sales and marketing
literature, price lists and c... tutes a contractual offer
capable of acceptance. Yo... ment Form constitutes a
contractual offer that We ma... ion, accept or reject.
- 3.3 A legally binding agreemen... between Us and You will be,
and will only be, created up... ur signed Hire Agreement
Form, indicated by Our sign... Form, and Your payment
of the Price in full and Your... Deposit.
4. **<<insert product type>> Details**
- 4.1 We use all reasonable ende... <<insert product type>> are
regularly <<insert actions, e... repaired, safety checked
etc.>>, and/or replaced as n...
- 4.2 At the time of the beginni... advise You on <<insert
details>>.
- 4.3 <<Insert further product-sp... red, adding further sub-
Clauses as necessary>>.
5. **Your Obligations**
- 5.1 The following rules apply to... 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 will be as stated in the Hire Agreement Form.
- 6.2 Unless it is expressly stated otherwise in the Hire Agreement Form, the Hire Period begins at <<insert time>> on the same day for Hire Periods of less than 24 hours and at <<insert time>> on the final day of the Hire Period for Hire Periods of 24 hours or more.
- 6.3 You may request to vary the Hire Period by contacting Us <<insert preferred methods, e.g. by email, in person etc.>>. If We agree in writing, then the agreed Hire Period shall be charged at [Our normal <<insert from price list>> daily etc.>> rate] **OR** [<<insert alternative rate, e.g. hourly, daily etc.>> rate].
7. **Fees and Payment**
- 7.1 The Price for the <<insert product type>> will be that shown in Our <<insert price list>> at the time of the beginning of the Hire Period.
- 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 Price must be paid in full at the start of the Hire Period.
- 7.4 A Security Deposit must be paid when You collect the <<insert product type>>. 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 Where VAT is charged, the VAT inclusive amount of the Price will be shown in <<insert price list>> and Hire Agreement Form, and in addition the VAT exclusive amount and the VAT charged on that amount will be shown separately in <<e.g. Our price list>> and Hire Agreement Form.
8. **Collection, Hire and Return**
- 8.1 The Hire Period begins on the date stated in the Hire Agreement Form. You may collect the <<insert product type>> from <<insert address>>.
- 8.2 You should check the <<insert product type>> at the time of collection. If there is any damage to the <<insert product type>>, You should report it before leaving Our store. We will not be responsible for missing parts or damaged <<insert product type>>.
- 8.3 The Hire Period ends on the date stated in the Hire Agreement Form. <<Insert product type>> returned late will incur an excess charge of £<<insert amount>> per <<insert product type>>.

inter
<<ins
<<ins
produ
return
early

l [not] include hours between Our closing time of
time of <<insert time>> if You fail to return the
ore Our store closes on the day the <<insert
(be returned.) <<insert product type>> may be
are unable to issue any refunds of any kind for
nder sub-Clause 8.2.

9. **Accidental**

9.1 An A
can b
requ

er [will be automatically added to Your hire but
quest] **OR** [can be added to Your hire at Your

9.2 The A

er covers the following:

9.2.1

to <<insert product type>> while they are in

9.2.2

clusions as required>>.

9.3 The A

er does not cover the following:

9.3.1

the damage to <<insert product type>> or that
has been caused by carelessness or improper

9.3.2

rt product type>>; [or]

9.3.3

ert product type>> by the end of the Hire Period;

9.3.4

clusions as required>>.

9.4 If Yo
respo
sub-C

Accidental Damage Waiver, You will be solely
the types of damage and/or loss shown above in
that shown in sub-Clause 9.3.

10. **Loss and D**

10.1 You
dama
terms

will be required to indemnify Us for, any loss or
<<insert product type>> that falls outside of the
ge Waiver described in Clause 9.

10.2 Any o
Depo
type>
be re

Clause 10 will firstly be taken out of Your Security
ing the damage or replacing the <<insert product
er than the sum of the Security Deposit, You will
s sum.

10.3 You v

r either:

10.3.

ge to <<insert product type>> that has already
sub-Clause 8.2 at the time of collection; or

10.3.

occurring to the Equipment.

10.4 Full c

available on request.

11. **Our Liability**

11.1 We v
oblig

ou for any failure or delay in performing Our
or delay results from Force Majeure;

11.2 We s
eithe
expre
or o

tract or tort (including negligence) by reason of
ny term of these Terms and Conditions or other
or Our breach of any implied warranty, condition
ligent or innocent misrepresentation, or any

- negligence under common law, for any:
- 11.2. Liability of the <<insert product type>>;
 - 11.2. ...s;
 - 11.2. ...e, business;
 - 11.2. ...tunity;
 - 11.2. ...cts;
 - 11.2. ...ings;
 - 11.2. ...t
 - 11.2. ... consequential loss, damage, costs, expenses or
- arising from any negligence by Us or any of Our agents or employees or in connection with the performance of Our obligations under the Terms and Conditions and the Contract.
- 11.3 We shall not be liable for any personal injury or damage to property which results from the use of the <<insert product type>>.
 - 11.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for personal injury caused by Our negligence (including negligence of Our agents) or for fraud or fraudulent misrepresentation.
 - 11.5 [With effect from the date of the above provisions of this Clause 11, Our total liability shall be limited to [<<e.g. 3 >> times the total Price payable by You.]

12. Termination

- 12.1 Where the event occurs, We shall be entitled to terminate the Contract in accordance with these Terms and Conditions;
 - 12.1.1 ...personal belongings confiscated in order to satisfy
 - 12.1.2 ...order made against You.
- 12.2 Where the event occurs, We shall be entitled to terminate the Contract in accordance with these Terms and Conditions; or
 - 12.2.1 ...cy or liquidation either voluntary or compulsory
 - 12.2.2 ...ses of bona fide corporate reconstruction or
 - 12.2.3 ...receiver is appointed in respect of the whole or
 - 12.2.4 ...s.
- 12.3 In the event of any of the above reasons:
 - 12.3.1 ...d under the Contract shall become due and
 - 12.3.2 ...and
 - 12.3.3 ...mediate right to request the immediate return of the <<insert product type>> or the repossession of the <<insert product type>> from You for any reasonable costs involved in such

F

17.3 The [REDACTED] and Us. It is not intended to benefit any other

S

A

M

P

L

E

person
enforce

may and no such person or party will be entitled to enforce these Terms and Conditions.

17.4 If any
Contract
court
the n
Contract
of the

these Terms and Conditions or other terms of the Contract are held to be unlawful, invalid or otherwise unenforceable by any court of law, those provision(s) shall be deemed severed from the Terms and Conditions and any other terms of the Contract shall remain valid and enforceable.

17.5 No fa
and c
that n
and c
subs

exercising any of Our rights under these Terms and Conditions of the Contract means that We have waived our rights of a breach of any provision of these Terms and Conditions of the Contract means that We will waive any and all rights or any other provision.

18. Governing Law

18.1 These
and
cons

the Contract, and the relationship between You and Us (whether written or otherwise) shall be governed by, and interpreted in accordance with, English law.

18.2 Any c
to the
and
[excl

proceedings or claim between You and Us relating to the Contract, or the relationship between you and Us (whether written or otherwise), shall be subject to the [non-exclusive jurisdiction of the English courts.

SCHEDULE

[The Agreement Form]]