

TOOL HIRE TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions shall apply:

- A. to the hire of all tools and equipment (“the Equipment”) from <<insert business 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>> (“the Company”)
- B. where the Customer is hiring the Equipment 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:

“ Business ”	means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
“ Consumer ”	means a “Consumer” as defined by the Consumer Rights Act 2015, that is to say an individual who hires the Equipment for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
“ Customer ”	means the customer who is hiring the Equipment subject to these Terms and Conditions;
“ Deposit ”	means the sum payable by the Customer under Clause 4 of these Terms and Conditions and as set out in the Hire Agreement;
“ Equipment ”	means the tools or equipment supplied on hire by the Company to the Customer subject to these Terms and Conditions;
“ Premises ”	means the Company’s premises from which the Customer will collect the Equipment and to which it will return it in accordance with Clause 6;
“ Price List ”	means the Company’s price list, current at the time of the start of the Hire term;
“ Hire ”	means the hire of the Equipment by the Customer subject to these Terms and Conditions;
“ Hire Agreement ”	means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment; and
“ Hire Fees ”	means the sum payable by the Customer for the Hire as determined under Clause 5 of these Terms and Conditions.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 1.2.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Information About The Company

- 2.1 <<insert business 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 [VAT number <<insert VAT number>>.]
- 2.3 [The Company is regulated by <<insert name(s) of regulator(s)>>.]
- 2.4 [The Company is a member of <<insert name(s) of association(s) etc.>>.]
- 2.5 [<<Insert further information as required>>.]

3. Hire Term

- 3.1 The agreed Hire term will be set out in the Hire Agreement.
- 3.2 If the Customer wishes to extend the Hire term they may do so at any time prior to the end of the Hire term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to <<e.g. 30 days>> subject always to the existence of prior reservations made by other customers. The Company shall use all reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire term.
- 3.3 The Company reserves the right to recall the Equipment immediately at any time. In the event that the Company exercises this right the Customer will be

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reimbursed for any months>> remaining replacement Equipment at additional cost. If the Customer shall use the premises and use the Customer shall be c

appropriate period, e.g. days, weeks or will be issued immediately with of the closest type thereto at no returned to the Company on request authorised the Company to enter its to recover the Equipment. The associated with such recovery.

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4. Deposit

4.1 The Customer shall at the commencement sum of the Deposit

refundable Deposit to the Company to delivery of the Equipment. The Agreement.

4.2 At the end of the upon its return by sharpening and/or the Customer will retain the Deposit in for such retention to and pricing informat

shall fully inspect the Equipment equipment requires routine cleaning, the result of normal wear and tear in full. In the event that additional is required the Company shall appropriate and shall provide the reasons including all relevant calculations

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5. Fees and Payment

5.1 The Hire Fees will the type and quantity which may be includ

ance to the length of the Hire term, Price List and any additional items t in the Hire Agreement.

5.2 Payment shall be n the commencement debit card [or cheque card). All cheques n

set out in the Hire Agreement, at nt may be made by cash, credit or ation of a valid cheque guarantee <<insert name>>].

5.3 All payments to be e.g. weekly>> pay <<insert interval e. <<e.g. 7>> days of

the form of regular <<insert interval will invoice the Customer on a payments shall be required within invoice.

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6. Collection, Hire and Return

6.1 The Customer may Hire term. The Customer required under Clause out in Clause 9 hav

from the Premises at the start of the the Equipment once all payments and any insurance requirements set

6.2 The Company shall Equipment is ready

endeavours to ensure that the of the Hire term.

6.3 In the event that the of the Hire term [the the earliest possible will contact the Customer total Hire Fees pa reflect the non-avail

provide the Equipment at the start the Equipment to the Customer at the Company] OR [the Company ent is available for collection]. The shall be adjusted accordingly to

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- 6.4 The Company is responsible for providing satisfactory quality goods, in accordance with samples, models or photographs provided by the Company. If the Customer receives damaged or faulty Equipment during the Hire term, the Customer should inform the Company as soon as is reasonably practicable. The Company will use all reasonable endeavours to provide a replacement or repair, without causing the Customer any inconvenience. If the Company is unable to replace or repair the Equipment (or if the Customer would prefer to reject the damaged or faulty Equipment), the Company will refund the Hire price for the part of the Hire term during which the Equipment is reasonably possible on which the Company's Refunds will be made to the Customer unless the Customer requests more information or it is recommended by the Consumer Protection Bureau or Trading Standards.
- 6.5 At the end of the Hire term, the Customer shall return the Equipment to the Provider at the time shown in the Hire Agreement.
- 6.6 If the Customer is in possession of the Equipment for more than <<e.g. 1 hour>> the Hire term will be extended by one day. The provisions of 6.6 shall continue to apply daily until the Equipment is returned to the Provider.

consumers with goods that are of satisfactory quality, in accordance with descriptions, samples, models or photographs provided by the Company. If the Customer receives damaged (pre-existing) or faulty Equipment, the Customer should inform the Company as soon as is reasonably practicable. The Company will use all reasonable endeavours to provide a replacement or repair, without causing the Customer any inconvenience. If the Company is unable to replace or repair the Equipment (or if the Customer would prefer to reject the damaged or faulty Equipment), the Company will refund the Hire price for the part of the Hire term during which the Equipment is reasonably possible on which the Company's Refunds will be made to the Customer unless the Customer requests more information or it is recommended by the Consumer Protection Bureau or Trading Standards.

7. Use and Care of the Equipment

- 7.1 The Customer may use the Equipment for the normal purpose for which it is intended.
- 7.2 All Equipment must be used in accordance with any and all operation and safety instructions or manuals provided.
- 7.3 [Certain items of Equipment require specialist training prior to use. The Customer must ensure that they are provided to those under their authority that will use the Equipment during the Hire term.]
- 7.4 The Customer may make minor adjustments to the Equipment within the range of adjustments provided.
- 7.5 The Customer may not affix any other items to the Equipment where such affixation does not likely to damage the Equipment and is within the limitations of the Equipment and is provided.
- 7.6 The Customer shall use the Equipment with a reasonable level of care and shall ensure that it is returned in good condition, subject always to reasonable levels of wear and tear.
- 7.7 All Equipment which is produced or recommended by the manufacturer of the Equipment) or such other products as

date the Customer shall return the Equipment to the Provider at the time shown in the Hire Agreement. If the Customer is in possession of the Equipment for more than <<e.g. 1 hour>> the Hire term will be extended by one day. The provisions of 6.6 shall continue to apply daily until the Equipment is returned to the Provider.

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authorised by the C

7.8 All Equipment which must only be used with the types specified by the manufacturer. Each particular piece of equipment or such other type as authorised.

7.9 All electrical equipment must be used with the voltage specific to that piece of Equipment.

8. Maintenance

8.1 The Company shall ensure that the relevant manufacturer's instructions (that is, those produced or recommended by the manufacturer for that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and maintained prior to each Hire.

8.2 The Customer shall be responsible for any repairs to the Equipment without the prior written consent of the Company. When the Company is contacted in writing regarding the Equipment, repairing the Equipment itself or for the permission to make the necessary repairs shall be borne by either the Company or the Customer, depending on the reasons for the replacement.

8.3 If parts require replacement, the Company shall have the option of supplying replacement parts or a suitable substitute Equipment capable of performing the same tasks as the original Equipment.

8.4 Any parts and / or substitutes supplied under sub-Clause 8.3 shall be replaced free of charge by the Company, provided that such replacement is necessitated by normal wear and tear. Additional damage caused by misuse may result in the Customer being liable for the cost of replacement parts, labour, and substitute Equipment.

9. Insurance

9.1 The Company provides insurance cover for the Equipment. The Customer shall have the option to purchase additional insurance cover.

9.1.1 For an additional fee, the Company shall provide insurance cover for the Equipment. The fee shall be a percentage of the Hire Fees, a damage waiver fee, and a handling fee. The Company shall be responsible for the full costs associated with accidental damage to the Equipment, whether or not caused by deliberate, theft, or fire. This Clause 9 shall be invalidated if the Customer does not pay the full costs of repair or replacement.

9.1.2 In the case of larger items of equipment, whether or not covered by insurance, the Customer shall be required to provide proof of insurance prior to releasing the Equipment to the Customer.

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9.2 The waiver provided shall not cover the loss or theft of the equipment. Res loss or theft shall lie solely with the Customer.

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10. Liability

10.1 The Company will not be liable for personal injury or damage to property which results from the use of the equipment.

personal injury or damage to property equipment.

10.2 The Company shall not be liable for any foreseeable loss or damage that the Customer may suffer as a result of the Company's breach of these Terms and Conditions, except to the extent that such loss or damage is the direct consequence of the Company's negligence. Loss or damage is foreseeable if it is a direct consequence of the Company's negligence, and not the result of an act or omission of the Customer and the Company when the act or omission was not foreseeable. The Company will not be responsible for any loss or damage that is not foreseeable.

foreseeable loss or damage that of the Company's breach of these e Company's negligence. Loss or is consequence of the Company's elated by the Customer and the rmed. The Company will not be ot foreseeable.

10.3 [The Company's total liability shall be limited to the value of the equipment, that is, the total Hire Charge for the equipment.]

Terms and Conditions shall be the Company and the Customer, stomer.]

10.4 Nothing in these Terms and Conditions shall seek to exclude or limit the Company's liability for personal injury caused by its negligence (including that of its employees and sub-contractors); or for fraud or

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10.5 Nothing in these Terms and Conditions shall seek to exclude or limit the Company's liability for personal injury. For more information on your rights and remedies as a consumer, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

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11. How We use your personal information (Data Protection)

(Data Protection)

11.1 All personal information that we collect, process, and handle shall be processed in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.

any may use will be collected, the provisions of EU Regulation on ("GDPR") and the Customer's

11.2 For complete details of our collection, processing, storage, and retention of personal information, please refer to our privacy policy. Personal data is used for the purposes specified in our privacy policy. Customer's rights (where applicable), please refer to our privacy policy from <<insert location>>.

llection, processing, storage, and imited to, the purpose(s) for which bases for using it, details of the hem, and personal data sharing mpany's Privacy Notice [available chedule <<insert number>>].

12. Termination

12.1 The Company shall terminate the Hire Agreement in the event that:

the Hire Agreement in the event

12.1.1 the Customer breaches the Terms and Conditions;

Terms and Conditions;

12.1.2 the Customer fails to pay the Hire Charge or to satisfy debts due to the Company.

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16. Other Important Terms

- 16.1 The Company may assign its obligations and rights under these Terms and Conditions to a third party (this may happen if the Company sells its business) without the Company's consent. If this occurs the Customer's rights and obligations under these Terms and Conditions shall not be affected and the Company's obligations under these Terms and Conditions shall be transferred to the third party who will remain bound by them.
- 16.2 The Customer may assign their obligations and rights under these Terms and Conditions without the Company's consent.
- 16.3 The Hire Agreement is intended to benefit the Customer and the Company. It is not intended to benefit any third party in any way and no such person or party will be bound by 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 nevertheless remain valid and enforceable in all other respects.
- 16.5 No failure or delay in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by the Company of a provision of these Terms and Conditions shall be deemed to be a breach of the same or any other provision.

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Customer and the Company. It is not intended to benefit any third party in any way and no such person or party will be bound by any provision of these Terms and Conditions.

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exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by the Company of a provision of these Terms and Conditions shall be deemed to be a breach of the same or any other provision.

17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 17.2 As a consumer, you are entitled to the benefit of any mandatory provisions of the law in your country of residence which may reduce your rights under these Terms and Conditions.
- 17.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

and the relationship between you and Us (whether you are a consumer or not) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

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