

## TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions are the standard terms for the hire of <<insert type of clothing>> 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>>.

### 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 Garments that would otherwise incur charges, as explained in Clause 10; |
| <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>“Contract”</b>                 | means the contract for the hire of the Garment(s) by You from Us, as explained in Clause 3;   |
| <b>“Deposit”</b>                  | means the sum payable at the time of Your Order that is required to secure your Order;  |
| <b>“Garment”</b>                  | means an item of clothing supplied by Us and hired by You subject to these Terms and Conditions;                                      |
| <b>“Hire Period”</b>              | means the period for which You will hire the Garment(s);  |
| <b>“Month”</b>                    | means a calendar month;   |
| <b>“Price”</b>                    | means the total price payable for the hire of the Garment(s);   |
| <b>“Order”</b>                    | means Your order for the Garment(s);  |
| <b>“Order Confirmation”</b>       | means Our acceptance and confirmation of Your Order as described in Clause 3;   |
| <b>“Security Deposit”</b>         | means the sum payable under sub-Clause 7.5 to cover the non-return, loss, theft or non-accidental damage of the Garment(s);           |

**“We/Us/Our”** means <<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>>; and

**“You”** means you, the hirer of the Garment(s).

- 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 Garment(s) from Us and will form the basis of the Contract between Us and You. Before completing Your Order, 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 Order 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 Order, indicated by Our Order Confirmation, and Your payment of the Deposit. Order Confirmations will be provided in writing <<describe how and when Order Confirmations are provided>>.

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4. **Product Details**

- 4.1 We use all reasonable efforts to ensure that Our Garments are regularly repaired, etc.>>, and/or replaced as necessary.
- 4.2 We will advise You of any repairs required, adding further sub-Clauses as necessary.
- 4.3 <<Insert further provisions as required, adding further sub-Clauses as necessary.>>

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5. **Fitting and Sizes**

- 5.1 When making Your Order, You are required to arrange a fitting appointment during which You will have the opportunity to try on all Garments (which shall include shirts.)
- 5.2 If, during Your fitting appointment, the Garments do not fit correctly, You must inform Us within <<insert time>> the following Business Day]. [A fee of <<insert sum>> per [Garment] OR [Order] shall be incurred if You do not do so.]
- 5.3 If any Garments do not fit, You must arrange a new fitting appointment for You to try on the Garments as if such Garments are not readily available at the time of the fitting appointment. Clauses 5.2 and 5.3 apply to all fitting appointments.
- 5.4 [We may, if Our stock is insufficient, substitute certain Garments to the closest available size.]
  - 5.4.1 Jacket sleeve length <<insert variation + / - >>;
  - 5.4.2 Trouser inside length <<insert variation + / - >>;
  - 5.4.3 Trouser waist <<insert variation + / - >>;
  - 5.4.4 Shirt collar <<insert variation + / - >>;
  - 5.4.5 Shoe size <<insert variation + / - >>;
  - 5.4.6 Top hat size <<insert variation + / - >>;
  - 5.4.7 <<insert additional variations as needed>>.]

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6. **Hire Period**

- 6.1 The Hire Period shall be as stated in Our Order and confirmed in Our Order Confirmation.
- 6.2 Unless it is expressly stated otherwise, the Hire Period begins at <<insert time, e.g. 11am>> on the day of the Hire Period and ends at <<insert time, e.g. 11am>> on the day of the Hire Period.
- 6.3 Unless We expressly state otherwise, You must confirm that agreement in writing), <<insert time, e.g. 11am>>.
- 6.4 You may extend the Hire Period by <<insert time, e.g. 11am>> by contacting Us via <<insert preferred method>>. All additional Hire Periods shall be charged at <<insert rate>> of Our normal daily rate].

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**7. Fees and Payment**

- 7.1 When placing Your Order, You are required to pay a Deposit of <<insert percentage>>% of the Price of the Garment(s) in Your Order.
- 7.2 The Price for the Garment(s) is shown in Our <<insert document, e.g. price list>> current at the time of placing Your Order.
- 7.3 We may, from time to time, offer special prices, discounts and other promotional offers. Such offers will be valid only for the period advertised. Orders placed during this period will be accepted at the special price even if We do not have the Garment(s) in stock until after the period has expired.
- 7.4 The balance of the Price (if any) should be made when You collect the Garment(s) at the end of the Hire Period.
- 7.5 A Security Deposit should be paid by credit or debit card when You collect the Garment(s) at the start of the Hire Period. We will not release any Garment(s) until the payment of the Security Deposit. The Security Deposit will be returned in full or in part if any Garment(s) are not returned, lost, damaged or in any way that falls outside of the terms of the Hire Agreement.
- 7.6 All Prices include VAT at the current rate of <<insert percentage>>%. If the rate of VAT changes between the date of placing Your Order and the date of Your payment of the Price, We will adjust the Price accordingly. You must pay. Changes in VAT will not affect any Prices which have already been received payment in full from You.

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**8. Cancellation**

- 8.1 You may cancel your Order before the start of the Hire Period subject to the following:
  - 8.1.1 For Orders cancelled less than 48 hours before the start of the Hire Period, there will be no charge and Your Deposit will be returned in full.
  - 8.1.2 For Orders cancelled 48 hours or more before the start of the Hire Period, We will retain Your Deposit in full.
  - 8.1.3 [For Orders cancelled less than <<insert period, e.g. 48 hours>> before the start of the Hire Period, We will retain Your Deposit in full and charge <<insert percentage>>% of the total Price.]
  - 8.1.4 [For Orders cancelled less than <<insert period, e.g. 48 hours>> before the start of the Hire Period, the full Price will also be payable.]
- 8.2 We may, at Our sole discretion, waive any of the charges detailed above if Your cancellation is due to exceptional circumstances.

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**9. Collection, Hire and Return**

- 9.1 The Hire Period begins at <<insert time, e.g. 11am>> on the date stated in the Order Confirmation. The Garment(s) will be ready for collection from the Hire Location at the start of the Hire Period.
- 9.2 You should check the terms of collection. If there are any

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items missing or if they are damaged, please inform Us immediately. We will use all reasonable endeavours to replace the missing items.

to the Garment(s), You should return it to the store. We will use all reasonable endeavours to replace damaged Garments.

9.3 If You discover that the Garment(s) is/are damaged, please inform Us immediately. We will use all reasonable endeavours to replace the missing items.

it correctly after collection, We will use all reasonable endeavours to provide a suitable replacement.

9.4 We are required to provide Garment(s) of satisfactory quality. If You discover any damage to the Garment(s) during the Hire Period, please inform Us immediately. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing inconvenience, We will repair the Garment(s). If We are unable to repair the Garment(s), or if You prefer to reject the Garment(s) after a repair or replacement, the Garment(s) will be deemed damaged or faulty). The refund will be made as soon as is reasonably possible. Refunds will be made using the same payment method as used for the Hire Period, unless You request a different method of payment.

consumers with goods that are of satisfactory quality. If You discover any damage to the Garment(s) during the Hire Period, please inform Us immediately. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing inconvenience, We will repair the Garment(s), or if You prefer to reject the Garment(s), whether before or after a repair or replacement, the Garment(s) is still deemed damaged or faulty). The refund will be made as soon as is reasonably possible. Refunds will be made using the same payment method as used for the Hire Period, unless You specifically request a different method of payment.

9.5 The Hire Period ends on the date stated in the Order Confirmation. Late returns of £<<insert sum>> per day (e.g. £10 per day) will be charged. Garments may be returned for any kind of early termination.

11am>> on the date stated in the Order Confirmation. Late returns will incur an excess charge of £<<insert sum>> per day (e.g. £10 per day) with the first day taking effect after the date stated in the Order Confirmation.) We are unable to issue any refunds for early termination under sub-Clause 9.4.

**10. Accidental Damage Waiver**

10.1 An Accidental Damage Waiver can be removed at Your request].

Automatically added to Your Order, but can be removed at Your request. It can be added to Your Order at Your request.

10.2 The Accidental Damage Waiver covers accidental damage to Garments while they are in Your possession.

covers accidental damage to Garments while they are in Your possession.

10.3 The Accidental Damage Waiver covers the following:

covers the following:

10.3.1 Malicious or deliberate damage caused by you

at which, in Our opinion, has been caused by you; or

10.3.2 Loss or theft

10.3.3 Failure to return

at the end of the Hire Period.

**11. Loss and Damage**

11.1 You are responsible for any loss or damage which may occur during the Hire Period. This includes Accidental Damage.

You are responsible for any loss or damage which may occur during the Hire Period. This includes Accidental Damage. You are required to indemnify Us for, any loss or damage which falls outside of the terms of the Accidental Damage Waiver (see Clause 10).

11.2 Any charges due under the Accidental Damage Waiver will be taken out of Your Security Deposit. If the cost of replacement, in Our opinion, higher than the Security Deposit, You will be required to pay the difference.

Any charges due under the Accidental Damage Waiver will be taken out of Your Security Deposit. If the cost of replacement or repairing the Garment(s) is, in Our opinion, higher than the Security Deposit, You will be required to pay the difference.

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to pay any excess s  
11.3 You will not be resp  
already been identi  
any damage or fault

ing damage to Garments that has  
.2 at the time of collection, or for  
Clause 9.4.

11.4 Full details of all cha

quest.

12. **Our Liability**

12.1 We will be respons  
suffer only as a res  
result of Our neglig  
obvious consequen  
You and Us when t  
loss or damage that

e loss or damage that You may  
se Terms and Conditions or as a  
ge is foreseeable only if it is an  
lligence or if it is contemplated by  
We will not be responsible for any

12.2 [In any event, Our  
limited to the value  
payable by You.]

e Terms and Conditions shall be  
Us and You, that is, the total Price

12.3 Nothing in these Te  
for death or person  
employees, agent  
misrepresentation.

eks to exclude or limit Our liability  
negligence (including that of Our  
or for fraud or fraudulent

12.4 Nothing in these Te  
with respect to You  
legal rights and on  
wrong, please [co  
Bureau or Trading S

eks to exclude or limit Our liability  
ner. For more information on your  
be entitled to if something goes  
ntact your local Citizens Advice

13. **Events Outside of Our Co**

13.1 We will not be liab  
where that failure  
reasonable control.  
internet service pro  
third parties, riots  
earthquakes, subsid  
(declared, undeclar  
other natural disas  
control.

ay in performing Our obligations  
any cause that is beyond Our  
ut are not limited to: power failure,  
k-outs or other industrial action by  
t, fire, explosion, flood, storms,  
(threatened or actual), acts of war  
preparations for war), epidemic or  
that is beyond Our reasonable

13.2 If any event describ  
affect Our perform  
Conditions:

3 occurs that is likely to adversely  
igations under these Terms and

13.2.1 We will infor

sonably possible;

13.2.2 We will infor  
provide deta

outside of Our control is over and  
es or availability as necessary;

13.2.3 If the event  
time period:  
cancellation

continues for more than <<insert  
Contract and inform You of the

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13.2.4 If an event of force majeure occurs during the Hire Period, You may do so by continuing for more than <<insert time period>> after the end of the Hire Period. If the event continues for more than <<insert time period>> after the end of the Hire Period, You may do so by terminating the Contract, You may do so by informing Us in writing.

continues for more than <<insert time period>> after the end of the Hire Period, You may do so by terminating the Contract, You may do so by informing Us in writing.

13.2.5 If the Contract is terminated in accordance with Clause 13 before the Hire Period begins, any sums paid to Us will be refunded in full. Other provisions of the Contract shall apply. Other provisions of the Contract shall apply. Other provisions of sums paid to Us will be refunded in full.

Clause 13 before the Hire Period begins, any sums paid to Us will be refunded in full. Other provisions of the Contract shall apply. Other provisions of sums paid to Us will be refunded in full.

14. **Communication and Contact**

If You wish to contact Us with any queries, 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 postal address>>.

queries, 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 postal address>>.

15. **Complaints and Feedback**

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

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

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert website address>>.

with Our complaints handling policy and procedure, available at <<insert website address>>.

15.3 If You wish to complain, please contact Us, but not limited to, the following product type>>, please contact Us in writing, by email, or by post.

of Your dealings with Us, including, but not limited to, the following product type>>, please contact Us in writing, by email, or by post.

15.3.1 [In writing, to the attention of <<insert name and/or position and/or department>>]

<<insert name and/or position and/or department>>]

15.3.2 [By email, to the attention of <<insert name and/or position and/or department>>]

<<insert name and/or position and/or department>>]

15.3.3 [Using Our complaint form;]

the instructions included with the complaint form;]

15.3.4 [By contacting Us on <<insert telephone number>> (and choosing option <<insert option number>>)]

<<insert telephone number>> [and choosing option <<insert option number>>]]

16. **How We Use Your Personal Information (Data Protection)**

16.1 All personal information You provide to Us will be collected, processed, and held in accordance with Our privacy policy and the EU Regulation 2016/679 General Data Protection Regulation. You can find our rights under the GDPR.

will be collected, processed, and held in accordance with Our privacy policy and the EU Regulation 2016/679 General Data Protection Regulation. You can find our rights under the GDPR.

16.2 For complete details of how we use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, please contact Us at <<insert location>>.

processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, please contact Us at <<insert location>>.

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17. **Other Important Terms**

- 17.1 We may transfer (and our obligations and rights under these Terms and Conditions (and any applicable law) shall be enforceable) to a third party (this may happen, for example, if we are acquired by another company). If this occurs You will be informed by Us in writing and the third party who acquires Us will continue to be bound by these Terms and Conditions. You will not be affected and your obligations and rights under these Terms and Conditions will be transferred to the third party who acquires Us.
- 17.2 You may not transfer (and our obligations and rights under these Terms and Conditions (and any applicable law) shall be enforceable) without Our express written permission.
- 17.3 The Contract is between Us and you. No person or third party will be entitled to enforce any provision of these Terms and Conditions.
- 17.4 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.
- 17.5 No failure or delay in exercising any of Our rights under these Terms and Conditions means that We will waive any subsequent breach of any provision of these Terms and Conditions.

and rights under these Terms and Conditions (and any applicable law) shall be enforceable) to a third party (this may happen, for example, if we are acquired by another company). If this occurs You will be informed by Us in writing and the third party who acquires Us will continue to be bound by these Terms and Conditions. You will not be affected and your obligations and rights under these Terms and Conditions will be transferred to the third party who acquires Us.

You may not transfer (and our obligations and rights under these Terms and Conditions (and any applicable law) shall be enforceable) without Our express written permission.

The Contract is between Us and you. No person or third party will be entitled to enforce any provision of these Terms and Conditions.

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.

No failure or delay in exercising any of Our rights under these Terms and Conditions means that We will waive any subsequent breach of any provision of these Terms and Conditions.

18. **Governing Law and Jurisdiction**

- 18.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].
- 18.2 As a consumer, you are entitled to the benefit of any mandatory provisions of the law in your country of residence. Clause 18.1 above takes away or restricts those provisions.
- 18.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not), 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 contractual or not) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

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