

TOOL HIRE TERMS AND CONDITIONS (B2B)

BACKGROUND

These Terms and Conditions shall

A. to the hire of all tools and equipment from <<insert business name>> [...], trading as <<insert name>> [...], a <<insert business type, e.g. sole trader, limited liability partnership, LLP, Private Limited Company etc.>> [...], registered in England [...], whose registered address is <<insert address>> [...], whose main trading address is <<insert address>> [...]

B. where the Customer is hiring the Equipment for the purposes of a Business and not as a "Consumer" as each 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:

<b>"Business"</b>	trade, craft, or profession carried out by any other person/organisation;
<b>"Consumer"</b>	is defined by the Consumer Rights Act 2015 as an individual customer who hires the Equipment for their personal use and for purposes other than the purposes of any Business;
<b>"Customer"</b>	any person, not being a Consumer, who hires the Equipment and is subject to these Terms and Conditions. The definition of Customer is extended by sub-Clauses 1.1.1 to 1.1.4 for the purposes of a Business;
<b>"Deposit"</b>	the amount payable by the Customer, under Clause 1.2 of these Terms and Conditions, in addition to the Hire Charge, as a refundable deposit, the amount of the which is set out in the Hire Agreement;
<b>"Equipment"</b>	the Equipment supplied on hire by the Provider to the Customer subject to these Terms and Conditions;
<b>"Force Majeure"</b>	an event which is beyond the reasonable control of the Provider including, but not limited to: service provider failure; strikes, industrial action suffered by the Party; acts of terrorism; civil unrest; fire; explosion; acts of war; governmental action; acts of terrorism; or other natural disaster or any similar circumstances beyond its control;
<b>"Hire"</b>	the hire of the Equipment by the Customer under these Terms and Conditions;

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<b>“Hire Agreement”</b>	means details of the Conditions >> incorporated into the governing law;	writing comprising <<insert details of Agreement [in the form of a Schedule to these Terms and Conditions] provided to the Customer] between the Customer and the Company and the Conditions which shall govern;
<b>“Hire Fees”</b>	means the amount payable for the Hire under these Terms;	payable by the Customer under Clause 5 of these Terms;
<b>“Hire Term”</b>	means the period for which the Equipment is to be hired under these Terms;	the period for which the Equipment is to be hired under these Terms.
<b>“Premises”</b>	means the location from which the Equipment is to be hired and to which it will be returned;	premises from which the Equipment is to be hired and to which it will be returned; and
<b>“Price List”</b>	means the current price list for the Hire of the Equipment at the date of these Terms and Conditions;	list, current at the date of these Terms and Conditions;

1.2 Unless the context otherwise requires, these Terms and Conditions to:

- 1.2.1 “writing”, and any communications when made, includes electronic communications (including by email or text message) or other means;
- 1.2.2 a statute or a provision of law, and any reference to that statute or provision as amended or otherwise;
- 1.2.3 “these Terms and Conditions and each of them” means these Terms and Conditions and each of them as amended or otherwise at the relevant time;
- 1.2.4 a Clause or paragraph of these Terms and Conditions (other than a Schedule); and
- 1.2.5 a “Party” or the “Parties” means the Customer and the Company.
- 1.2.6 As the context permits, “the Customer” includes any individual(s) nominated by the Customer to act on behalf of the Customer by that individual of these Terms and Conditions.

1.3 An individual signing the Hire Agreement on behalf of a Customer hereby represents and warrants that s/he has the authority of that Customer to do so, and that s/he warrants that representation and authority. If the signatory does not have the authority, s/he shall instead be deemed to be the Customer and shall be personally liable as if s/he had signed the Hire Agreement and these Terms and Conditions.

1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

1.5 Each reference to the singular shall include the plural and vice versa where appropriate.

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1.6 References to any gender shall include the other gender.

2. **Information About the Company**

2.1 [VAT number <<insert>>]

2.2 [The Company is registered with the regulator(s) of regulator(s)>>.]

2.3 [The Company is a member of association(s) etc.>>.]

2.4 [<<Insert further information>>]

3. **Hire Term**

3.1 The Equipment will be hired for a period of \_\_\_\_\_ months.

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. Any extension will be effective if agreed in writing and set out in writing by the Company. The Company shall make for up to <<e.g. 30 days>> observations made by other customers. The Company shall endeavour to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the Hire Term.

3.3 The Company reserves the right to terminate the Equipment immediately at any time. In the event that the Customer exercises this right the Customer will be reimbursed for any Hire Term remaining or will be issued with replacement Equipment of the same type or of the closest equivalent. If the Equipment is not returned to the Company on request, the Customer shall be deemed to have authorised the Company to enter into any agreement by any means necessary to recover the Equipment. The Customer shall be liable for any costs associated with such recovery.

4. **Deposit**

4.1 The Customer shall pay the Deposit to the Company on or before the date of the start of the Hire Term and prior to delivery of the Equipment. The Company shall not release the Equipment to the Customer until the Deposit has been received.

4.2 The Deposit will be retained by the Company in full or part if any of the Equipment is not returned, lost, stolen or damaged in any way.

4.3 At the end of the Hire Term, the Customer shall fully inspect the Equipment upon its return by the Company. The Equipment requires routine cleaning, sharpening and / or repair. The result of normal wear and tear shall be provided to the Customer in full. In the event that additional work is required the Company shall retain the Deposit in full or part. If appropriate and shall provide the reasons for such retention to the Customer, including all relevant calculations and pricing information.

5. **Fees and Payment**

5.1 The Hire Fees will be payable in accordance with the Hire Fee Schedule, the type and quantity of the Equipment, the length of the Hire Term, the Price List and any additional items included in the Hire Agreement.

5.2 Payment of Hire Fees shall be made in full or in part, as set out in the Hire Agreement, on or before the start of the Hire Term. Payment may

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be made by debit card [or cheque (subject to the presentation of a debit card)]. All cheques must be made payable to <<insert name of the Company>>.

5.3 All payments for the Hire Term will take the form of regular <<insert interval e.g. weekly>>. The Company will invoice the Customer on a <<insert interval e.g. weekly>> basis. All payments shall be required within <<insert interval e.g. 14 days>> of the relevant invoice.

5.4 Where applicable, for a Hire, the VAT inclusive amount of the Hire Fees shall be shown on the quote or Price List, and in addition the VAT charged on that amount will be shown on the bills, invoices, quotes and the Price List.

6. **Collection,**

6.1 The Company shall collect the Equipment from the Premises at the start of the Hire Term. The Company may only collect the Equipment once all payments required by clauses 4 and 5 have been made and any insurance requirements in clause 9 have been complied with.

6.2 The Company shall make all reasonable endeavours to ensure that the Equipment is available for collection at the start of the Hire Term.

6.3 In the event that the Company is unable to provide the Equipment at the start of the Hire Term, the Company shall deliver the Equipment to the Customer at the Premises [at the expense of the Company] **OR** [the Company shall deliver the Equipment to the Customer when the Equipment is available for collection]. The Hire Term shall be extended and the Hire Fee for the Equipment shall be adjusted accordingly to reflect the additional Hire Term.

6.4 On the last day of the Hire Term, the Customer shall return the Equipment to the Premises at or before the time on that date shown in the Price List.

6.5 If the Customer returns the Equipment by more than <<e.g. 1 hour>> after the time shown in the Price List, the Customer shall be charged the Hire Fee for an additional day's hire at the rate shown in the Price List. This sub-Clause 6.5 shall continue to apply daily until the Equipment is returned to the Premises.

7. **Use and Care**

7.1 The Customer shall use the Equipment for the normal purpose for which it is intended.

7.2 All Equipment shall be used in a safe and correct manner and in accordance with the manufacturer's instructions and safety instructions or similar documentation provided with the Equipment.

7.3 [Certain Equipment may require specialist training prior to use. The Customer shall ensure that such training is provided to those under its control who are to use the Equipment during the Hire Term.]

7.4 The Customer shall not remove any labels from the Equipment or any part/s of the Equipment.

7.5 The Customer shall not make any alterations or adjustments to the Equipment beyond those adjustments already possible within the range of adjustments provided in the manufacturer's instructions.

7.6 The Customer shall not attempt to repair or connect other items to the Equipment where such actions are prohibited by the design limitations of the Equipment and is

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- not li way.
- 7.7 The C es treat the Equipment with a reasonable level of care s kept clean, subject always to reasonable levels of we
- 7.8 All E consumables of whatever nature must only be used with at is, those produced or recommended by the manu r piece of Equipment) or such other products as autho
- 7.9 All E s fuel or oil must only be used with the types speci of that particular piece of equipment or such other e Company.
- 7.10 All e t only be used with the voltage specific to that piece
- 7.11 The ne Company immediately after any breakdown, loss a uipment.
- 8. Maintenance**
- 8.1 The C the Equipment to the standards specified by the relev y official parts (that is, those produced or recor cturer of that particular piece of Equipment) shall be u and repair work. All Equipment will be fully inspe e necessary) maintained prior to each Hire.
- 8.2 The C pt to make any repairs to the Equipment without the p e Company. When the Company is contacted in this r option of replacing the Equipment, repairing the Equip the Customer permission to make the necessary repair placement or repairs shall be borne by either the Com e responsibility being determined by the reasons for th
- 8.3 If par uring the Hire Term the Company shall have the option rts to the Customer or supplying replacement Equip stitute (that is, Equipment capable of performing the s it replaces).
- 8.4 Any p provided under sub-Clause 8.3 shall be replaced free ompany provided that such replacement is nece e than normal wear and tear. Additional wear or dama stomer being charged for the cost of replacement parts / or the cost of providing substitute Equipment.
- 9. Damage Wa**
- 9.1 The and insurance cover for the Equipment. The Custo ving options:
  - 9.1.1 equivalent to <<e.g. 10>>% of the Hire Fees, a e included in the Hire under which the Company onal costs or liability of the Customer associated e to the Equipment which may otherwise arise. If nt is found in the Company's opinion to be e Customer's negligence, the cover provided by Clause 9 shall be invalidated and the Customer y the full costs of repair or replacement.

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9.1.2 For items of Equipment the Customer's existing insurance may provide cover while the Equipment is on the hire. It shall be the Customer's responsibility to verify this cover. In the case of larger items of equipment, whether covered by the Customer's existing insurance or otherwise, the Company, at its discretion, require proof of insurance prior to the delivery of Equipment to the Customer.

9.2 The warranty provided by Clause 9.1.1 shall not cover the loss or theft of the Equipment. Any claim for any such loss or theft shall lie solely with the Customer.

9.3 The Customer shall be responsible for any normal wear and tear occurring to the Equipment.

10. **Liability**

10.1 The Company shall not be liable to the Customer for any failure or delay in performance of its obligations where such failure or delay results from Force Majeure.

10.2 The Company shall not be liable in contract or tort (including negligence) by reason of any breach of any term of these Terms and Conditions or any other term of the Hire Agreement, or any breach by the Company of any other term, or any negligent or innocent misrepresentation, or any negligence or other duty at common law, for any:

- 10.2.1 death or personal injury; or
- 10.2.2 consequential loss, damage, costs, expenses or other financial loss;
- 10.2.3 loss of business; or
- 10.2.4 loss of opportunity; or
- 10.2.5 loss of profits; or
- 10.2.6 loss of data; or
- 10.2.7 consequential loss, damage, costs, expenses or other financial loss.

arising from the negligence or other duty at common law of the Company or any of its agents or employees or any other person or entity in connection with the performance of the Company's obligations arising under these Terms and Conditions of the Hire Agreement.

10.3 The Company shall not be liable for any personal injury or damage to property which results from the Customer's improper use of the Equipment.

10.4 Nothing in these Terms and Conditions is intended to or will exclude or limit the Company's liability for death or personal injury caused by its negligence (including its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

10.5 [With effect from the date of the above provisions of this Clause 10, the liability of the Company for these Terms and Conditions shall be limited to the value of the Hire Fees payable by the Customer, and for this purpose "value" shall mean the value of the Hire Fees payable by the Customer.]

11. **Data Protection**

The Company shall not collect, store or use any personal information as set out in its <<insert name of document>> available from <<insert location>>

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12. **Termination**

12.1 When an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

12.1.1 Breach of any of these Terms and Conditions;

12.1.2 Failure to pay any amount due for their personal belongings confiscated in order to

12.1.3 Failure to comply with any receiving order made against them.

12.2 When the Company, the Company shall be entitled to terminate the Hire Agreement in the event that:

12.2.1 Breach of any of these Terms and Conditions;

12.2.2 Failure to pay any amount due to bankruptcy or liquidation either voluntary or involuntary or for the purposes of bona fide corporate reorganization or reorganization (liquidation) or if a receiver is appointed in respect of its assets.

12.3 In the event of any of the above reasons:

12.3.1 All amounts due under the Hire Agreement shall become due and payable immediately and

12.3.2 The Company shall have the immediate right to request the immediate return of the Equipment or the repossession of the Equipment and may require the Customer to pay for any reasonable costs involved in such repossession.

13. **Communications**

The Customer shall contact the Company in person at [any of] the Company's branch offices, or by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by pre-paid post to [insert name], <<insert address>>.

14. **Complaints**

14.1 The Company sometimes receives feedback from its customers and, whilst it always endeavours to ensure that its customers' expectations are met, it nevertheless welcomes the opportunity to resolve any complaints.

14.2 All complaints shall be handled in accordance with the Company's complaints procedure, available from <<insert location(s)>>.

14.3 If the Customer complains about any aspect of its dealings with the Company limited to, these Terms and Conditions, the Hire Agreement, it should contact the Company in one of the following ways:

14.3.1 By post to <<insert name and/or position and/or address>>;]

14.3.2 By email to <<insert name and/or position and/or email address>>;]

14.3.3 By completing the Company's complaints form, following the instructions on the form.]]

14.3.4 By contacting the Company by telephone on <<insert telephone number>> using option <<insert number>> when prompted.]]

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15. **Entire Agreement**

15.1 The Hire Agreement, these Terms and Conditions and any documents expressly incorporated into the Hire Agreement, together with any correspondence between the Parties with respect to its subject matter, shall constitute the entire agreement between the Parties and shall prevail except by an instrument in writing signed by the representative of each Party.

15.2 Each Party acknowledges that, in entering into the Hire Agreement, neither Party relies on any representation, warranty or other statement made or provided in the documents comprising the Hire Agreement.

16. **Other Impositions**

16.1 The Company shall not (assign) its obligations and rights under these Terms and Conditions (under the Hire Agreement, as applicable) to a third party (for example, if the Company sells its business). If this occurs, the Company shall inform the Customer. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by these Terms and Conditions.

16.2 The Customer shall not transfer (assign) their obligations and rights under these Terms and Conditions or under the Hire Agreement as applicable without the prior written permission of the Company.

16.3 The Company shall not be bound by any arbitration clause or dispute resolution procedure between the Customer and the Company. It is not intended that these Terms and Conditions be enforced by any person or third party in any way and no such person or third party shall be permitted to enforce any provision of these Terms and Conditions.

16.4 If any provision of these Terms and Conditions are found to be unenforceable by any court or other authority, that provision shall nevertheless be deemed severed from the remainder of these Terms and Conditions and the remainder of these Terms and Conditions shall be valid and enforceable.

16.5 No failure by the Company in exercising any of its rights under these Terms and Conditions shall constitute a waiver by the Company of any provision of these Terms and Conditions or a subsequent breach of the same or any other provision of these Terms and Conditions.

17. **Governing Law**

17.1 These Terms and Conditions, the Hire Agreement, and the relationship between the Customer and the Company (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England and Wales.

17.2 Any proceedings or claim between the Customer and the Company arising out of or in connection with these Terms and Conditions, the Hire Agreement, or the relationship between the Customer and the Company (whether contractual or otherwise) shall be subject to the [non-]exclusive jurisdiction of the English Courts.

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