

## TERMS AND CONDITIONS FOR EQUIPMENT HIRE (CONSUMERS)

Please read the terms and conditions of this Contract carefully. These are the terms and conditions on which we take bookings for the hire of the Equipment. The Lessor draws your attention to the limits to liability in clause 0.

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Contract.

**Business Day** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours** the period from 9.00 am to 5.00pm on any Business Day.

**Commencement Date** means the date the Lessor confirms that it will hire the Equipment to the Lessee, as detailed in the Hire Form.

**Delivery** the transfer of physical possession of the Equipment to the Lessee at the agreed Site.

**Delivery Date** the date the Equipment is delivered to the Site in accordance with this Contract, as detailed in the Hire Form.

**Deposit** has the meaning given in clause 4.5, as detailed in the Hire Form.

**Equipment** means the equipment to be hired by the Lessor to the Lessee for the Rental Period, as detailed by the Lessor in the Hire Form (or as otherwise described in writing by the Lessor), together with all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Hire Form** means the hire form attached to these terms and conditions, forming part of the Contract.

**Lessee** means the Lessee identified in the Hire Form.

**Lessor** means Plumpton College, as identified in the Hire Form.

**Rental Payments** the payments made by or on behalf of Lessee for hire of the Equipment during the Rental Period, as detailed in the Hire Form.

**Rental Period** the period of hire as detailed in the Hire Form.

**Risk Period** the period during which the Equipment is at the sole of the risk of the Lessee as set out in clause 6.2.

**Site** the premises detailed in the Hire Form.

**Total Loss** due to the Lessee's default the Equipment is, in the Lessor's reasonable opinion, damaged beyond repair, lost, stolen, seized or confiscated.

**VAT** value added tax or any equivalent tax chargeable in the UK.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedules.

1.5 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.7 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.

1.8 A reference to **writing** or **written** excludes fax but not email.

1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.10 References to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 2. EQUIPMENT HIRE**
- 2.1 The Lessor shall hire the Equipment to the Lessee for use at the Site or other premises as agreed by the Lessor in writing, during the Rental Period and subject to the terms and conditions of this Contract.
- 2.2 The Lessor shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Lessee's quiet possession of the Equipment.
- 3. RENTAL PERIOD AND TERM OF THE CONTRACT**
- 3.1 The Rental Period starts on the Delivery Date and continues, unless this Contract is terminated earlier in accordance with clause 11 or clause 0, until the end of the Rental Period as confirmed in writing by the Lessor, when this Contract terminates automatically without notice.
- 3.2 The Rental Period will not exceed 3 months where hire would be covered by the Consumer Credit Act 1974, after which time the Contract shall be deemed to have automatically terminated. The hire of the Equipment is not covered by the Consumer Credit Act 1974.
- 4. RENTAL PAYMENTS AND DEPOSIT**
- 4.1 The Lessee shall pay the Rental Payments to the Lessor in accordance with the Hire Form. The Rental Payments shall be paid in GBP£ and shall be made in cleared funds to the bank account nominated in writing by the Lessor.
- 4.2 The Rental Payments are inclusive of any applicable VAT.
- 4.3 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.4 If the Lessee fails to make a payment due to the Lessor under this Contract by the due date, then, without limiting the Lessor's remedies under clause 0, the Lessee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4.5 The Lessee shall, on the date of this Contract, pay a deposit to the Lessor (**Deposit**). The Deposit is a deposit against default by the Lessee of payment of any Rental Payments or any loss of or damage caused to the Equipment. If the Lessee fails to make any Rental Payments in accordance with this Contract or causes any loss or damage to the Equipment (in whole or in part), the Lessor shall be entitled to apply the Deposit against such default, loss or damage. The Lessee shall pay to the Lessor any sums deducted from the Deposit within ten Business Days of a demand for the same. The Deposit (or balance of the Deposit) shall be refundable as soon as possible following the end of the Rental Period.
- 4.6 The Lessor shall charge the Lessee additional sums if the Lessee does not give the Lessor the information required about how to provide the services, or access of the relevant property or location for delivery (if applicable).
- 5. DELIVERY**
- 5.1 The Lessee shall collect the Equipment from the Lessor's premises unless otherwise specified. Risk shall transfer in accordance with clause 6.2 of this Contract.
- 5.2 The Lessee shall procure that a duly authorised representative of the Lessee shall be present at the collection of the Equipment. Collection by such representatives shall constitute conclusive evidence that the Lessee has examined the Equipment and has found

it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by the Lessor, the Lessee's duly authorised representative shall sign a receipt confirming such acceptance.

5.2.1 the Equipment shall be deemed to have been collected at 9.00 am on the date specified

## **6. TITLE, RISK AND INSURANCE**

6.1 The Equipment shall at all times remain the property of the Lessor, and the Lessee shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Contract).

6.2 The risk of loss, theft, damage or destruction of the Equipment shall pass to the Lessee on Delivery. The Equipment shall remain at the sole risk of the Lessee during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Lessee (**Risk Period**) until such time as the Lessor retakes possession of the Equipment.

6.3 During the Rental Period and the Risk Period, the Lessee shall, at its own expense, obtain and maintain the following insurances:

6.3.1 insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as the Lessor may from time to time nominate in writing;

6.3.2 insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Lessor may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

6.3.3 insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Lessor may from time to time consider reasonably necessary and advise to the Lessee in writing.

6.4 All insurance policies procured by the Lessee shall be endorsed to provide the Lessor with at least five (5) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on the Lessor's request name the Lessor on the policies as a loss payee in relation to any claim relating to the Equipment. The Lessee shall be responsible for paying any deductibles due on any claims under such insurance policies.

6.5 If the Lessee fails to effect or maintain any of the insurances required under this Contract, the Lessor shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Lessee.

6.6 The Lessee shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to the Lessor and proof of premium payment to the Lessor to confirm the insurance arrangements.

6.7 The Lessee shall give immediate written notice to the Lessor in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Lessee's possession or use of the Equipment.

## **7. LESSEE'S RESPONSIBILITIES**

7.1 The Lessee shall during the term of this Contract:

7.1.1 ensure that the Equipment is kept and operated in a suitable environment (as confirmed by the Lessor), used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;

7.1.2 take such steps (including compliance with all safety and usage instructions provided by the Lessor) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

7.1.3 maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on Delivery (fair wear and tear only excepted)

- including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;
- 7.1.4 make no alteration to the Equipment and shall not remove any existing component (or components) from the Equipment without the prior written consent of the Lessor unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title in all substitutions, replacements, renewals made in or to the Equipment shall vest in the Lessor immediately on installation;
- 7.1.5 keep the Lessor fully informed of all material matters relating to the Equipment;
- 7.1.6 at all times keep the Equipment in the possession or control of the Lessee and keep the Lessor informed of its location;
- 7.1.7 permit the Lessor or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter on the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
- 7.1.8 maintain operating and maintenance records of the Equipment and make copies of such records available to the Lessor upon request, together with such additional information as the Lessor may reasonably require;
- 7.1.9 not, without the prior written consent of the Lessor, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 7.1.10 not without the prior written consent of the Lessor, attach the Equipment to any land or building so as to cause the Equipment to become a permanent or immovable fixture on such land or building. If the Equipment does become affixed to any land or building then the Equipment must be capable of being removed without material injury to such land or building and the Lessee shall repair and make good any damage caused by the affixation or removal of the Equipment from any land or building and indemnify the Lessor against all losses, costs or expenses incurred as a result of such affixation or removal;
- 7.1.11 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of the Lessor in the Equipment and, where the Equipment has become affixed to any land or building, the Lessee must take all necessary steps to ensure that the Lessor may enter such land or building and recover the Equipment both during the term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of the Lessor of any rights such person may have or acquire in the Equipment and a right for the Lessor to enter onto such land or building to remove the Equipment;
- 7.1.12 not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Lessee shall notify the Lessor and the Lessee shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Lessor on demand against all losses, costs, charges, damages and expenses reasonably incurred as a result of such confiscation;
- 7.1.13 not use the Equipment for any unlawful purpose;
- 7.1.14 ensure that at all times the Equipment remains identifiable as being the Lessor's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;
- 7.1.15 deliver up the Equipment at the end of the Rental Period at such address as the Lessor requires, or if necessary allow the Lessor or its representatives access to the Site or any premises where the Equipment is located for the purpose of removing the Equipment; and
- 7.1.16 not do or permit to be done anything which could invalidate the insurances referred to in clause 6.3.
- 7.2 The Lessee acknowledges that the Lessor shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse,

mishandling of the Equipment or otherwise caused by the Lessee or its officers, employees, agents and contractors, and the Lessee shall indemnify the Lessor in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Lessor arising out of, or in connection with any failure by the Lessee to comply with its obligations in this clause 0.

## **8. WARRANTY**

- 8.1 The Lessor warrants that the Equipment shall substantially conform to its specification (as made available by the Lessor), be of satisfactory quality and fit for any purpose held out by the Lessor. The Lessor shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself within two Business Days following collection, provided that:
- 8.1.1 the Lessee notifies the Lessor of any defect in writing within one (1) Business Day of the Lessee becoming aware of the defect;
- 8.1.2 the Lessor is permitted to make a full examination of the alleged defect;
- 8.1.3 the defect was not caused, in whole or in part, by misuse, neglect, mishandling or unauthorised alteration or manipulation;
- 8.1.4 the defect was not caused, in whole or in part, by any information, design or any other assistance supplied by the Lessee or on its behalf; and
- 8.1.5 the defect is directly attributable to defective material, workmanship or design.
- 8.2 Insofar as the Equipment comprises or contains equipment or components which were not manufactured or produced by the Lessor, the Lessee shall be entitled only to such warranty or other benefit as the Lessor has received from the manufacturer.
- 8.3 If the Lessor fails to remedy any material defect in the Equipment in accordance with clause 8.1, the Lessor shall, at the Lessee's request, accept the return of part or all of the Equipment and make an appropriate reduction to the Rental Payments payable for the remainder of the Rental Period and, if relevant, return any Deposit (or any part of it).

## **9. THE LESSEE'S LEGAL RIGHTS AND PROBLEMS WITH EQUIPMENT**

- 9.1 The Lessee should contact the Lessor with any questions or complaints about the Equipment.
- 9.2 The Lessee, as a consumer, has certain legal rights in relation to the services provided to them under this Contract, including:
- 9.2.1 getting the Lessor to repeat or fix a service if it isn't carried out with reasonable care and skill, or get a refund if the Lessor cannot fix a service;
- 9.2.2 if a price for the service has not been agreed up front for the service, that this price be reasonable; and
- 9.2.3 if a time for performance of a service has not been agreed upfront, the service be carried out within a reasonable time.

## **10. LIMITATION OF LIABILITY**

- 10.1 The Lessor is responsible for losses suffered by the Lessee, unless the loss is:
- 10.1.1 unexpected;
- 10.1.2 caused by an event outside of the Lessors control;
- 10.1.3 could have been avoided by the Lessee taking reasonable action; or
- 10.1.4 loss suffered in connection with the Lessee's trade, business, craft or profession.
- 10.2 Nothing in this Contract limits any liability for:
- 10.2.1 death or personal injury caused by negligence;
- 10.2.2 fraud or fraudulent misrepresentation; or
- 10.2.3 any liability that cannot legally be limited.
- 10.3 To the extent that the Lessee hires the Equipment for the purposes of their trade, business, craft or profession then, save in respect of any liability which cannot legally be limited, the

Lessor's total liability to the Lessee for all losses arising under or in connection with any contract between the parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what the Lessee paid for the hire of the Equipment and all claims for loss of profit or indirect or consequential loss are wholly excluded.

**11. CANCELLATION**

- 11.1 For the hire of the Equipment ordered online, by email or over the telephone, the Lessee (as a consumer) has 14 days after the date that the Lessor confirms the hire arrangements, for the Lessee to change their mind.
- 11.2 The Lessee loses the right to change their mind once the Rental Period has ended, and once the Rental Period has begun, the Lessee must pay for any Equipment hire provided up to the time of cancellation.
- 11.3 The Lessee must let the Lessor know no later than 14 days after the day the Lessor has confirmed the Lessee's hire arrangements.
- 11.4 The Lessor should let the Lessee know that they wish to change their mind by contacting the Lessor using the contact details in the Hire Form.
- 11.5 The Lessor will refund the Lessee as soon as possible and within 14 days of the Lessee telling the Lessor they have changed their mind for any Rental Payments made (including any applicable Deposit), subject to any pro rata deductions for any period of hire that the takes place up to the point of cancellation. Refunds will be made by the method used for payment. No fee is charged for refunds.

**12. TERMINATION**

- 12.1 The Lessor may terminate this contract and claim compensation due if:
  - 12.1.1 the Lessor doesn't make payment when it is due, and payment isn't made within seven (7) days of the Lessee being notified that it is due; or
  - 12.1.2 the Lessee does not, within a reasonable time of being asked, provide any information, cooperation or access that is required by the Lessor to provide the service.

**13. CONSEQUENCES OF TERMINATION OR EXPIRY**

- 13.1 On expiry or termination of this Contract, except where the Lessee changes their mind in accordance with clause 11, however caused:
  - 13.1.1 the Lessor's consent to the Lessee's possession of the Equipment shall terminate;
  - 13.1.2 the Lessor may, by its authorised representatives, without notice and at the Lessee's expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located;
  - 13.1.3 the Lessee shall ensure the safe and proper storage of the Equipment until it has been collected by the Lessor; and
  - 13.1.4 without prejudice to any other rights or remedies of the Lessee, the Lessee shall pay to the Lessor on demand:
    - (a) all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause 4.4; and
    - (b) any costs and expenses incurred by the Lessor in recovering the Equipment or in collecting any sums due under this Contract (including any storage, insurance, repair, transport, legal and remarketing costs).
- 13.2 On termination of this Contract pursuant to clause 12.1.1 or following any repudiatory breach of this Contract by the Lessee which is accepted by the Lessor without prejudice to any other rights or remedies of the Lessor, the Lessee shall pay to the Lessor on demand a sum equal to the whole of the Rental Payments that would (but for the termination) have been payable if the agreement had continued from the date of such demand to the end of the Rental Period, less the Lessor's reasonable assessment of the market value of the Equipment on sale.

- 13.3 The sums payable pursuant to clause 13.2 shall be agreed compensation for the Lessor's loss and shall be payable in addition to the sums payable pursuant to clause 13.1.4. Such sums may be partly or wholly recovered from any Deposit.
- 13.4 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
- 13.5 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 14. DATA PROTECTION**  
The Lessor will use the Lessee's personal data as set out in the Lessor's applicable Privacy Notice.
- 15. FORCE MAJEURE**  
Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for seven (7) days, the party not affected may terminate this Contract by giving not less than two (2) days' written notice to the affected party.
- 16. CONFIDENTIAL INFORMATION**
- 16.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:
- 16.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with clause 16; and
- 16.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 17. ASSIGNMENT AND OTHER DEALINGS**  
The Lessor may transfer their rights and obligations under this Contract to another organisation. The Lessee may only transfer the Contract with the Lessor if prior agreement is given by the Lessor in writing.
- 18. VARIATION**  
No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 19. NO PARTNERSHIP OR AGENCY**
- 19.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**20. THIRD PARTY RIGHTS**

20.1 This Contract is between the Lessee and Lessor and may not be enforced by any other party.

**21. NOTICES**

21.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be:

21.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business or residence (in any other case); or

21.1.2 sent by email to the email addresses provided to each party in writing for notices to be served.

21.2 Any notice shall be deemed to have been received:

21.2.1 if delivered by hand, at the time the notice is left at the proper address;

21.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

21.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**22. WAIVER**

22.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

**23. RIGHTS AND REMEDIES**

Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

**24.**

**25. SEVERANCE**

25.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

25.2 If any provision or part-provision of this Contract is deemed deleted under clause 25.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**26. GOVERNING LAW**

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**27. JURISDICTION**

The Lessee may bring a dispute or claim against the Lessor in the court of the country the Lessee lives in. The Lessor may bring a dispute or claim against the Lessee in the court of the country the Lessee lives in.

Dated 06.03.25