Equipment Hire – Terms and Conditions

1. These terms

1.1. These are the terms and conditions on which we supply product(s) to you.

1.2. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide product(s) to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

2.1. We are Big Time Operator Ltd t/a Format, a company registered in Scotland at 15 St Leonard St, Lanark, ML11 7AB. Our Registered Number is SC813526 and VAT number is 497702352.

2.2. You can contact us by telephoning our customer service team at 0131 560 6480 or by emailing us at hire@format.scot

2.3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4. When we use the words "writing" or "written" in these terms, this includes emails.

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

3. Definitions and Interpretation

3.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Accidental Damage Waiver:	As explained in Clause 13, (for a fee in addition to the main part of the Hire Fees to paid by you) is cover for any accidental damage to Equipment that would otherwise incur charges;
Business:	Any business, trade, craft, or profession carried on by you or any other person/organisation;

Consumer:	A "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions, means an individual customer to whom we hire Equipment for personal use and for purposes wholly or mainly outside the purposes of any Business;
Contract:	The contract for the hire of Equipment by you from us, as explained in Clause 4;
Equipment:	The tool(s), machine(s), device(s) or equipment supplied on hire by Us to you subject to these Terms and Conditions;
Hire:	The hire of the Equipment by you subject to these Terms and Conditions;
Hire Agreement Form:	The form completed and signed by you specifying the details of the Equipment hired by you as a Schedule to these Terms and Conditions;
Hire Fees:	The total sum payable by you for the hire of the Equipment (not including the Security Deposit or fee for Accidental Damage Waiver);
Hire Period:	The period for which you hire the Equipment, not exceeding 3 months in total;
Minimum Hire Period:	The minimum period for which you hire the Equipment is 24 hours ;
Premises:	Our premises from which you will collect the Equipment and to which you will return it in accordance with Clause 9;
Price List:	Our price list, current at the date of the start of the Hire Period;
Security Deposit:	The sum payable under sub-Clause 6.1 (being our best estimate of replacement cost) to cover the non-return, loss, theft or damage of Equipment hired to you to the extent that any Accidental Damage Waiver issued does not cover it;
We/Us/Our:	Format as described in clause 2;
You:	you, the hirer of the Equipment.

4. The Contract

4.1. These Terms and Conditions and the Hire Agreement Form govern the hire of Equipment from us and will form the basis of the Contract between us and you. Before completing the Hire Agreement Form, please ensure that you have read these Terms and Conditions carefully.

4.2. 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.

4.3. Your completed Hire Agreement Form constitutes a contractual offer comprising the content and terms contained in the Hire Agreement Form and these Terms and Conditions. We may, at our discretion, accept or decline that offer.

4.4. A legally binding contract between us and you will be created upon our acceptance of your signed Hire Agreement Form and your payment of the Hire Fees. Our acceptance will be indicated by our signing the Hire Agreement Form, but no contract will be created before or otherwise.

5. Hire Term

5.1. The Hire Period is set out in the Hire Agreement Form.

5.2. Unless it is expressly stated otherwise in the Hire Agreement Form, the Hire Period begins at 0900 on the day which is the first or only day of Hire, and ends at 1700 on whichever is the last day of the Hire Period.

5.3. You may extend the Hire Period by contacting Us by by email . The Hire Period shall only be extended if and as we agree when you contact us to request an extension. An extension may be made for up to 48 hours subject always to the existence of prior reservations made by other customers. We shall use all reasonable endeavours to satisfy your request for any extension but cannot guarantee the availability of the Equipment to you beyond the end of the pre-existing Hire Period. A fee for each extension to a Hire Period shall be charged at a rate which is 200% of the published daily rate . That fee shall be payable by you in addition to the Hire Fees and the extension shall only take effect upon our receipt of that fee unless we expressly otherwise agree.

5.4. We reserve the right to recall the Equipment immediately at any time. In the event that we exercise this right you will be reimbursed for any and all of the Hire Period remaining or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to Us on request you shall be deemed to have authorised us to

enter your premises and use any means necessary to recover the Equipment. You shall be liable to us for any costs associated with such recovery.

5.5. A Minimum Hire Period may apply to the Equipment. You may not terminate any Contract in respect of the hire of Equipment prior to the expiry of any Minimum Hire Period. Where you purports to cancel or terminate the Contract where we are not at fault prior to the expiry of any minimum Hire Period, the full charges for the Equipment shall continue to be chargeable for the remainder of the Minimum Hire Period.

5.6. Where you are an "individual" (which includes without limitation a sole trader or partnership) under the Consumer Credit Act 1974, the Hire Period shall not exceed 88 days, after which time the relevant Contract shall be deemed to have automatically terminated .

6. Security Deposit

6.1. In addition to the Hire Fees, you must pay a Security Deposit of the amount set out in the Hire Agreement Form by credit or debit card for the Equipment hired no later than when you collect it. We will not release the Equipment to you without the payment of the Security Deposit for it. The Security Deposit for it will be retained by us in full or in part if any of the Equipment is not returned or if any of it is lost, stolen or damaged in any way, to the extent that in any such case it falls outside of the scope or terms of the Accidental Damage Waiver. This Clause 6.1 shall apply whether or not you have any insurance cover.

6.2. At the end of the Hire Period, we shall fully inspect the Equipment upon its return by you. If the Equipment requires routine cleaning, sharpening and/or maintenance which is the result of normal wear and tear, you will receive the Security Deposit back in full. In the event that additional cleaning, sharpening and/or maintenance is required we shall retain the Security Deposit in full or in part as appropriate and shall provide you with the reasons for such retention in writing, including all relevant calculations and pricing information.

7. Fees and Payment

7.1. The Hire Fees will be determined by reference to the length of the Hire Period, the type and quantity of Equipment, the Price List current at the time of the start of the Hire Period and any additional items which may be included in the Hire, as set out in the Hire Agreement Form.

7.2. Payment of Hire Fees, Security Deposit and Accidental Damage Waiver must be made, in part or in full as the case may be, as set out in the Hire Agreement Form, at the commencement of the Hire Period. Payment may be made by cash, credit or debit card.

7.3. All payments of Hire Fees to be made in part will take the form of regular weekly payments. We will invoice you on a weekly basis. All payments shall be required within 7 days of the date of the relevant invoice.

7.4. All Hire Fees and other amounts stated include VAT at whatever is the applicable rate current at the relevant time.

8. Cancellation of Advance Bookings

8.1. If you enter into the Contract at a time or date before the beginning of the Hire Period, i.e. you make a booking in advance, you may cancel the Contract at any time before the start of the Hire Period without liability to us for that cancellation subject to the following:

8.2. For a Contract cancelled more than 48 hours before the start of the Hire Period, there will be no charge and we will refund to you in full any sums you have already paid to us in respect of the Contract.

8.3. For a Contract cancelled less than 48 hours before the start of the Hire Period, you must pay to Us a cancellation fee of £250 to cover our lost opportunity to hire the Equipment to another customer (or, if you have already made any payments to us in respect of the Contract, we will deduct and retain that fee from such sums).

8.4. If your cancellation is due to what We reasonably consider to be exceptional circumstances, we may in our discretion reduce or waive any of the cancellation fees detailed above.

9. Collection, Hire and Return

9.1. The first day of the Hire Period is the date stated in the Hire Agreement Form.

9.2. You may collect the Equipment from the Premises at the start of the Hire Period. You may only collect the Equipment once all payments required under Clause 7 have been made and any insurance requirements set out in Clause 11 have been complied with.

9.3. We shall use all reasonable endeavours to ensure that the Equipment is ready for collection at the start of the Hire Period.

9.4. In the event that We are unable to provide the Equipment at the start of the Hire Period we will contact you when the Equipment is available for collection . The total Hire Fees payable by you shall be adjusted accordingly to reflect the non-availability of the Equipment.

9.5. We are required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by us. If, during the Hire Period, you discover any damage (pre-existing) or fault with the Equipment during the Hire Period, you should inform us as soon as is reasonably possible. We will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing you any inconvenience, we will repair the Equipment (or have it repaired). If we are unable to replace or repair the Equipment (or have it repaired), or if you would prefer to reject the damaged or faulty Equipment, whether before or after a repair or replacement (if the replaced or repaired Equipment is still damaged or faulty), we will offer you a refund equal to the remaining, unused part of the Hire Period. Any refund due to you will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which we agree that you are entitled to a refund. Refunds will be made using the same payment method originally used by you unless you specifically request a different method.

9.6. At the end of the Hire Period or any period of extension of Hire agreed by us you shall return the Equipment to the Premises on the relevant day before the time specified in, as applicable, either sub-Clause 5.2 or the Hire Agreement Form.

9.7. If you are late in returning the Equipment we shall charge you for an additional day's hire at 200% of the daily rate for that Equipment. The Hire Period will be extended by one day. The provisions of this sub-Clause 9.7 shall continue to apply daily until the Equipment is returned.

10. Use and Care of the Equipment

10.1. You may only use the Equipment for the normal purpose for which it is intended.

10.2. All Equipment must be used in a safe and correct manner and in accordance with any and all operation and safety instructions or similar documentation provided.

10.3. Certain items of Equipment may require specialist training prior to use. You must ensure that such training is provided to those under your authority that will use the Equipment during the Hire Period.

10.4. You may not remove any labels from the Equipment or any part(s) of it.

10.5. You may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item.

10.6. You may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.

10.7. You shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.

10.8. All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by us.

10.9. All Equipment which requires fuel or oil must only be used with the types specified by the manufacturer of that particular piece of equipment or such other type as authorised by the company.

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

10.11. You must notify us immediately after any breakdown, loss and/or damage to the Equipment.

11. Your Responsibilities

11.1. You must not permit any other person to use the Equipment unless and as we may agree with you before or during the Hire Period.

11.2. You are responsible for ensuring that you (or any other person) only use the Equipment if you (or they) have no medical or physical condition that might give rise to a risk of injury to you or any other person.

11.3. When hiring Equipment You are acknowledging that use of it may carry with it an inherent risk of injury unless all suitable precautions are taken by You. You acknowledge to us that You accept that inherent risk and that our liability will be limited according to Clause 16.

11.4. We do not provide any form of insurance and it is therefore your responsibility to ensure that you are covered by suitable insurance for the duration of the Hire Period including any extension of it, and that insurance should include, but not be limited to, cover for:

11.4.1. Loss or theft of or damage to the Equipment where there is no Accidental Damage Waiver or to the extent that such loss, theft or damage is not within the scope of an Accidental Damage Waiver that is added to the Hire; and

11.4.2. Personal injury or death save where caused by our negligence or that of our employees, agents or sub-contractors.

12. Maintenance

12.1. We shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Hire.

12.2. You shall not attempt to make any repairs to the Equipment without our prior written consent. When you contact Us in this regard we shall have the option of replacing the Equipment, repairing the Equipment ourselves or granting you permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either us or you, the responsibility being determined by the reasons for the replacement or repairs.

12.3. If parts require replacement during the Hire Period we shall have the option of supplying such parts to you or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).

12.4. Any parts and/or substitutes provided under sub-Clause 12.3 shall be replaced free of charge by us provided that such replacement is necessitated by nothing more than normal wear and tear. Additional wear or damage may result in you being charged for the cost of replacement parts, associated labour, and/or the cost of providing substitute Equipment.

13. Insurance and Accidental Damage Waiver

13.1. We provide no standard insurance cover for the Equipment. However:

13.1.1. An Accidental Damage Waiver for the Equipment can be added to your hire at your request .

13.1.2. The Accidental Damage Waiver covers any accidental damage to the Equipment while it is in your possession.

13.2. The Accidental Damage Waiver for the Equipment does not cover the following:

13.2.1. Malicious or deliberate damage to the Equipment by anyone or that which, in our opinion, has been caused by negligence of, or improper use by, anyone;

13.2.2. Loss or theft of the Equipment.

14. Failure to return the Equipment by the end of the Hire Period

14.1. If the Accidental Damage Waiver is included in the Hire it shall be in consideration of an additional fee the amount of which will be set out in the Hire Agreement Form . Under the Accidental Damage Waiver we shall waive any additional amounts payable by you for accidental damage to the Equipment which may otherwise arise under these Terms and Conditions. If damage to Equipment is malicious or deliberate or negligent or the Equipment is lost or stolen, the cover provided under the Accidental Damage Waiver shall be invalidated, responsibility for the damage, loss or theft shall lie solely with you and you shall be required to pay the full costs of repair or replacement.

14.2. In the case of smaller items of Equipment your existing contents insurance may provide cover while the Equipment is on the insured property. It shall be your responsibility to verify this with your insurers. In the case of larger items of Equipment, whether covered by your existing insurance or otherwise, we shall, at our discretion, require proof of insurance prior to releasing the relevant Equipment to you.

15. Loss and Damage

15.1. You are responsible for, and will be required to indemnify us for, any loss, damage or defect, other than due to normal wear and tear, which may occur to or in the Equipment during the Hire Period (if and as extended) to the extent that either the loss, damage or defect falls outside of the scope or terms of the Accidental Damage Waiver described in Clause 13 or no Accidental Damage Waiver fee is paid.

15.2. Any amounts due under this Clause 15 will firstly be taken out of your Security Deposit. If the cost of repairing the damage or defect or replacing the Equipment is, in our opinion, higher than the sum of the Security Deposit, you will be required to pay any excess sum.

15.3. You will not be responsible under this Clause 15 or otherwise for any loss, damage or defect to the extent that it falls within the Accidental Damage Waiver described in Clause 13 where the fee is paid for Accidental Damage Waiver.

15.4. You will not be responsible under this Clause 15 or otherwise for any pre-existing damage to or defect or fault in the Equipment that is discovered under sub-Clause 9.5 during the Hire Period.

15.5. Full details of all amounts due under this Clause 15 are available on request.

16. Liability

16.1. We will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.

16.2. We shall be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or other terms of the Contract or as a result of our negligence. Loss or damage is foreseeable only if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.

16.3. Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

16.4. Subject to the above provisions of this Clause 16, our total liability under these Terms and Conditions and the Contract shall be limited to an amount equal to one times the value of the Contract, the "value" being for this purpose the total of the Hire Fees and any further fees payable for any extension of the Hire that is agreed.

17. How we use your personal information

We will only use your personal information as set out in our Privacy Policy, published on our website.

18. Termination

18.1. Subject to clause 5.5, either party may terminate the Contract on giving the other party not less than 7 days notice in writing.

18.2. We shall be entitled to terminate the Hire Period and the Contract in the event that:

18.2.1. You are in breach of these Terms and Conditions;

18.2.2. You have had your personal belongings confiscated in order to satisfy debts; or

18.2.3. You have a receiving order made against you.

18.3. In the event of termination for any of the above reasons:

18.3.1. All payments required under the Contract shall become due and immediately payable; and

18.3.2. We shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge you for any reasonable costs involved in such repossession.

18.4. In accordance with Clause 5.6 where you are an "individual" (which includes without limitation a sole trader or partnership) under the Consumer Credit Act 1974, the Hire Period shall not exceed 88 days, after which time the relevant Contract shall be deemed to have automatically terminated .

19. Communication and Contact Details

You may contact us. by telephone at 0131 560 6480 , or by email at hire@format.scot

20. Complaints and Feedback

20.1. We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that our customers' experience is a positive one, we nevertheless welcome the opportunity to resolve any complaints.

20.2. If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the Hire Agreement Form, the Contract, or the Equipment, please contact us in one of the following ways:

20.2.1. By email, using hire@format.scot

20.2.2. By contacting us by telephone on, 0131 560 6480

21. Entire Agreement

21.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

22. Force Majeure

22.1. If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

22.2. For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

22.2.1. Strikes, lockouts or other industrial action;

22.2.2. Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

22.2.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;

22.2.4. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

22.2.5. Political interference with the normal operations.

23. Assignment and Other Dealings

23.1. We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

23.2. You shall not, without the prior written consent of the Business, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

24. Survival of Causes of Action

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

25. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

26. Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. Variation

27.1. No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

27.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

28. Law and Jurisdiction

These terms are governed by the law of Scotland and you can bring legal proceedings in respect of the products in the courts of Scotland.