
WHISPER AND ECHO | FURNITURE HIRE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the hire of all office furniture (“the Furniture”) from Ventum Property Development Ltd., trading as Whisper and Echo (“the Company”) by customers who are hiring the Furniture for their personal use (“the Customer”).

1. Definitions and Interpretation

1.1 In these terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Customer”	means the customer who is hiring the Furniture subject to these Terms and Conditions;
“Deposit”	means the sum payable by the Customer under Clause 3 of these Terms and Conditions and as set out in the Hire Agreement;
“Price List”	means the Company’s price list, current at the time of the start of the Hire Term;
“Hire”	means the hire of the Furniture by the Customer subject to these Terms and Conditions;
“Hire Agreement”	means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Furniture; and
“Hire Fees”	means the sum payable by the Customer for the Hire as determined under Clause 4 of these Terms and Conditions.

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

- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

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

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

2. Hire Term

2.1 The agreed Hire Term will be set out in the Hire Agreement.

2.2 If the Customer wishes to extend the Hire Term they may do so at any time prior to the end of

the Hire Term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to 2 months subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Furniture to the Customer beyond the end of the pre-existing Hire Term.

- 2.3 The Company reserves the right to recall the Furniture immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any days, weeks or months remaining in the Hire Term or will be issued immediately with replacement Furniture of the same type or of the closest type thereto at no additional cost. If the Furniture is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter the Premises and use any means necessary to recover the Furniture. The Customer shall be charged for any costs associated with such recovery.

3. Deposit

- 3.1 The Customer shall be required to pay a refundable Deposit to the Company at the commencement of the Hire Term, prior to delivery of the Furniture. The sum of the Deposit shall be set out in the Hire Agreement.
- 3.2 At the end of the Hire Term the Company shall have a period of 10 business days within which to fully inspect the Furniture. If the Furniture requires cleaning and / or maintenance which is the result of normal wear and tear the Customer will receive the Deposit back in full at the end of the inspection period. In the event that additional cleaning and / or maintenance is required the Company shall retain the Deposit in full or in part as appropriate and shall provide the reasons for such retention to the Customer in writing, including all relevant calculations and pricing information.

4. Fees and Payment

- 4.1 The Hire Fees will be determined by reference to the length of the Hire Term, the type and quantity of Furniture, the Price List and any additional items which may be included in the Hire.
- 4.2 Payment shall be made in part or in full, as set out in the Hire Agreement, at the commencement of the Hire Term. Payment will be made by BACS.
- 4.3 All payments to be made in part will take the form of regular monthly payments. The Company will invoice the Customer on a monthly basis. All payments shall be required within 5 business days of the date of the relevant invoice.

5. Delivery and Collection

- 5.1 Following the receipt by the Company of the Deposit and any required Hire Fees the Company shall deliver the Furniture to the Premises on the agreed date, as set out in the Hire Agreement.
- 5.2 The Company shall use its best and reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.
- 5.3 The Customer or it's authorised representative must be available at the Premises at the time of delivery in order to sign for the Furniture. In the event that the Customer fails to comply with the provisions of this sub-Clause 5.3 it shall be deemed to have accepted delivery of the Furniture, assumed responsibility therefore and shall not have the right to subsequently dispute the facts of the delivery.
- 5.4 In the event that the Company is unable to deliver the Furniture due to the Customer's

absence from the Premises (along with that of any authorised representatives) additional delivery charges will be incurred for any necessary re-delivery. Any such additional charges shall be borne by the Customer.

- 5.5 The Customer has the option to collect the Furniture from our premises 9am – 5pm, Monday to Friday at Unit 4, Fieldhouse Way Industrial Estate, Petre Street, Sheffield, S4 7SF.
- 5.6 At the end of the Hire Term, on the agreed collection date the Customer shall ensure that all of the Furniture is available for collection by the Company.
- 5.7 In the event that any Furniture is unavailable for collection on the agreed date the Customer shall be required to pay the relevant Hire Fees for the missing items up to and including the day that they are returned to the Company (at the Customer's expense). If those items are not available for collection due to loss or destruction the Customer shall be required to pay the cost of replacement in accordance with the Company's then current Price List.

6. Use and Care of the Furniture

- 6.1 The Customer may only use the Furniture for the normal purpose for which it is intended.
- 6.2 The Furniture must not be used for the storage of any goods or substances which are inflammable, toxic, corrosive, radioactive, biohazardous or otherwise dangerous without the prior written permission of the Company.
- 6.3 The Customer may not make any alterations or adjustments to the Furniture.
- 6.4 The Customer may not affix other items to the Furniture.
- 6.5 Where a particular item of Furniture bears a label stating a maximum capacity or load weight, or the Customer has otherwise been made aware of such a limit, this figure must not be exceeded at any time.
- 6.6 The Customer must use the Furniture in full compliance with any relevant safety instructions provided.
- 6.7 The Customer shall at all times treat the Furniture with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.
- 6.8 The Customer shall not attempt to make any repairs to the Furniture without the prior written consent of the Company. When the Company is contacted in this regard it shall have the option of repairing the furniture itself or granting the Customer permission to make the necessary repairs. The cost of such repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for those repairs.

7. Insurance

- 7.1 It is the responsibility of the Customer to insure the Furniture against loss, damage and theft. The value stated for the Furniture shall be that shown in the Company's current Price List.
- 7.2 The Customer shall supply proof of such insurance to the Company on demand.

8. Liability

- 8.1 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Furniture.
- 8.2 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.

8.3 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company.

9. **Data Protection**

The Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

10. **Termination**

10.1 Where the Customer is an individual, the Company shall be entitled to terminate the Hire Agreement in the event that:

10.1.1 the Customer is in breach of these Terms and Conditions;

10.1.2 the Customer has had their personal belongings confiscated in order to satisfy debts;
or

10.1.3 the Customer has a receiving order made against them.

10.2 Where the Customer is a company, the Company shall be entitled to terminate the Hire Agreement in the event that:

10.2.1 the Customer is in breach of these Terms and Conditions;

10.2.2 the Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

10.3 In the event of termination for any of the above reasons:

10.3.1 all payments required under the Hire Agreement shall become due and immediately payable; and

10.3.2 the Company shall have the immediate right to request the immediate return of the Furniture or repossess the Furniture and may charge the Customer for any reasonable costs involved in such repossession.

11. **No Waiver**

No failure by either the Company or the Customer to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

12. **Severance**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

13. **Law and Jurisdiction**

13.1 These Terms and Conditions shall be governed by the laws of England and Wales.

13.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.