

# **MOSS BROS GROUP PLC ("Moss Bros") CONDITIONS OF HIRE**

## **1. Definitions**

"Goods"	means any outfit (including, but not limited to suit, dress jacket and trousers or kilt) and any or all accessories that together would constitute one outfit for one person, or in the case that only part of such outfit is hired to the Customer, that part
"Receipt"	means the printed Moss Bros paper record which is handed to the Customer at the time of ordering, recording the hire and all other necessary information
"Ascot Week"	means the week commonly known as "Ascot Week" because of the horse racing events held at Ascot or elsewhere
"Store"	means the particular branch of Moss Bros where the Customer places his or her order for the hire of Goods
"Collection Date"	means the date advised by the Customer at the time of formation of the Contract for the intended collection of the Goods from the Store and typed/written on the Agreement form
"Return Date"	means the date advised by the Customer at the time of formation of the Contract for the intended return of the Goods to the Store and typed/written on the Agreement form
"Days"	the business days of the Store
"Grand Total"	The value written/typed on the Agreement form at the time of laying down the Hire Order. This may be subject to later change by alteration, addition or removal of chargeable item(s) and/or amend to the Collection Date and/or amend to the Return Date
"Quoted Initial Payment"	the anticipated initial payment value written/typed on the Agreement at the time of laying down the Hire Order
"Quoted Balance"	The anticipated value of outstanding balance owed written/typed on the Agreement form at the time of laying down the Hire Order. This being the difference between the Grand Total and the Quoted Initial Payment

## **2. Existence and Scope of Contract**

These terms and conditions of hire, together with the Receipt, form a Contract for the hire of Goods between the Customer and Moss Bros, to the exclusion of all other express or implied terms and conditions.

## **3. Variation**

The terms of the Contract may only be varied by the Customer attending the Store in person and signing to confirm the amendment to the Contract (on the Hire Agreement or Hire Amendment & Refund Form). Moss Bros is unable to confirm changes to a Contract by telephone. A Surcharge is payable by the Customer in the event that the Contract is varied in any way (including, but not limited to the Collection Date) less than four weeks prior to the Collection Date (as detailed in clause 8).

## **4. Hire Period**

Goods will be available for collection from 2pm on the Collection Date and are hired to the Customer on the understanding that they will be returned free of damage by 2pm on the Return Date. In no case will the Contract cover a period greater than 84 days.

## **5. Payment and Security Deposit**

An initial payment (normally 50% of the total hire fee) must be paid to Moss Bros, by the Customer, at the time the Contract is formed. All balances due must be paid on (or in advance of) collection. Goods will not be released until full payment has been made. During Ascot Week, separate charges will apply. Further details of all charges and surcharges can be obtained from any Moss Bros Hire store or [www.mossbro.co.uk](http://www.mossbro.co.uk)

The Customer is responsible for ensuring that the valid till Receipt, handed to them at the time of payment, matches the Quoted Initial Payment on their Agreement form(s). In the event of any discrepancy or difference between the till Receipt value presented by the Customer & the Quoted Initial Payment value written/typed on the Agreement form(s), then the till Receipt value will be taken; the Quoted Balance value will then be adjusted accordingly.

A security deposit of £200 (£400 for Highland wear) is always required for each set of Goods ordered on or before the Collection Date. The security deposit is payable in Store by credit card, debit card (not Electron or Solo cards). No Goods will be released until the security deposit has been received.

The security deposit is held against the Goods hired and will be processed in the event that the Goods are not returned (which will be assumed if the Goods have not been returned within 5 days of the Return Date) or in the event that damage occurs to Goods which is not covered by accidental damage waiver.

## **6. Loss, Damage and Accidental Damage Waiver (ADW)**

Unless declined by the Customer, a fee will be added / included in all Contracts to pay for ADW. The ADW provides cover for the Customer in respect of all accidental damage occurring to the Goods whilst in the possession of the Customer, with the exception of malicious damage. Non-return, loss and theft are not covered by ADW.

The Customer is responsible for and will indemnify Moss Bros against any loss or damage to the goods whilst in the possession of the Customer. In the event that the Goods are not returned from hire at all, are lost, or are damaged and not covered by ADW, Moss Bros will pursue the recovery and return of the Goods or any monies outstanding to the full current selling value of the Goods in question.

Top hats are not covered by ADW and a fee of £100 will be charged for each top hat which is damaged, howsoever that damage is caused. Suit covers, hat boxes, shoe trees and bags are loaned at no extra cost, but are also not covered by the ADW and are therefore subject to a surcharge of £15 each if not returned or are returned damaged.

## **7. Sizes**

The Customer undertakes to ensure Moss Bros receives accurate size information, for all party members, at least four weeks before the Collection Date. Moss Bros cannot guarantee supply if sizes have not been confirmed by this date. A carriage surcharge of £10 is chargeable on late orders and late size confirmations or variations, if the appropriate garments are not available from the Store.

## **8. Surcharges**

A £10 surcharge will be added if:- a) a variation of a previously entered into Contract is made less than four weeks before the intended Collection date. A variation includes, but is not limited to the Store or Date of Collection, size or Goods alteration; or b) an order is placed less than one week before the intended Collection Date and the appropriate garment(s) are not available in the Store. The surcharge will be added at the time of the order or variation is made. Any Goods returned late after the Return Date will be subject to a daily fee of £10 per day, per suit, for the first five days, and thereafter the Security Deposit will be processed.

## **9. Cancellations**

Cancellation of hire orders made more than 28 days in advance of the Collection Date will be subject to a £20 cancellation fee, per suit. Orders cancelled between 14 & 28 days of the Collection Date will be subject to a cancellation fee of 50% of the full hire fee. Orders cancelled within 14 Days of Collection Date will be charged at the full hire fee.

## **10. Collection and Returns**

The Customer can collect the Goods at any time after 2pm on the stated Collection Date. Earlier collection or collection from another Store can be arranged, provided at least 14 days notice is given to the Store. Charges will apply for extended hire.

## **ALL CUSTOMERS ARE REQUIRED TO:-**

**CHECK YOUR ORDER CAREFULLY (ENSURE IT IS CORRECT COMPLETE & IN GOOD CONDITION) BEFORE YOU LEAVE THE STORE.**

(Accessories & small items will be in the back zip pocket of the suit carrier)

**MOSS BROS CANNOT BE HELD RESPONSIBLE FOR ANY ERROR DISCOVERED AFTER COLLECTION.**

**TO ENSURE FIT, ALL WEARERS ARE REQUIRED TO TRY ON THEIR COMPLETE OUTFIT (WITH THE SHIRT) AT THE VERY EARLIEST OPPORTUNITY; BEFORE LEAVING THE STORE IF AT ALL POSSIBLE, BUT ALWAYS BEFORE THE WEAR DATE.**

**ADVISE THE MOSS BROS STORE OF HIRE, AT THE VERY EARLIEST OPPORTUNITY, BEFORE THE WEAR DATE, OF ANY QUERY.**

Any Goods which are returned late after the Return Date will be subject to a daily fee of £10 per day, per suit, for the first five days, and thereafter the Security Deposit will be processed.

## **11. Limitation of Liability**

Moss Bros will use its reasonable endeavours to rectify any errors found upon checking the garments at the time of collection, however Moss Bros will not be liable for any loss suffered by a Customer which could have been avoided by complying with clause 10 above, nor will Moss Bros be liable for any loss of profit or any indirect or consequential loss suffered.

Moss Bros' liability in any event is limited to the value of the Contract between the Customer & Moss Bros (the cost of Hire paid by the customer).

## **12. Governing Law**

The Contract will be governed by the laws of England and Wales. The English and Welsh Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this contract.

## **Privacy Policy**

Full details of our privacy policy are available on our website ([www.mossbros.co.uk](http://www.mossbros.co.uk)). You can also call our Customer Services team on 0207 4477 200 to receive a copy via post.

The same policy governs our use of data that is provided to us online and in person or by telephone (to the extent applicable).

**Moss Bros Group PLC.**  
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