

MOSS BROS GROUP PLC (“Moss Bros”) TERMS AND CONDITIONS OF HIRE

Moss Bros is a well-known hirer of men’s formal clothing in the UK. These are the terms and conditions upon which Moss Bros hires out its clothing and accessories. Please read them carefully – in certain places they restrict a customer’s rights. Moss Bros may update these terms and conditions at any time without notice.

DEFINITIONS

In these terms and conditions, unless the context otherwise requires, the following definitions apply:

“**Collection Date**” - means the date on which a Customer is to collect Goods from the Collection / Courier Delivery Address being: (i) in respect of an Order Confirmation Form completed in a Moss Bros Store, the date specified as the “Collection Date” in the Order Confirmation Form; and (ii) in respect of an Order Confirmation Form completed and submitted by a Customer online, the date specified as the “Collection Date” in the Order Confirmation Form as confirmed in the order confirmation email sent by Moss Bros to the Customer;

“**Collection Store**” - means the branch of Moss Bros from which the Customer is required to collect the Goods, being: (i) in respect of an Order Confirmation Form completed in a Moss Bros store, the store specified as the “Collection Store” in the Order Confirmation Form; and (ii) in respect of an Order Confirmation Form completed and submitted by a Customer online, the store specified as the “Collection Store” in the Order Confirmation Form as confirmed in the order confirmation email sent by Moss Bros to the Customer;

“**Contract**” - has the meaning given to that term in Clause 1;

“**Customer**” - means the person whose details are set out in the “Customer Details” sections of an Order Confirmation Form;

“**Delivery Date**” - means, where Goods are being delivered to the Customer by courier, the date on which the Customer has been advised that the Goods will be delivered to the Customer;

“**Despatch Date**” - means the date on which Goods are despatched by Moss Bros for delivery: (a) to a Customer or; (b) to a Collection Store, being: (i) in respect of an Order Confirmation Form completed in a Contact Store, the date specified as the “Despatch Date” in the Order Confirmation Form; and (ii) in respect of an Order Confirmation Form completed and submitted by a Customer online, the date specified as the “Despatch Date” in the Order Confirmation Form as confirmed in the order confirmation email sent by Moss Bros to the Customer;

“**Event Date**” - means the date on which the Goods are to be worn, being: (i) in respect of an Order Confirmation Form completed in a Contact Store, the date specified as the “Event Date” in the Order Confirmation Form; and (ii) in respect of an Order Confirmation Form completed and submitted by a Customer online, the date specified as the “Event Date” in the Order Confirmation Form as confirmed in the order confirmation email sent by Moss Bros to the Customer;

“**Goods**” - means any outfit including, but not limited to, any suit, dress jacket and trousers or kilt and any and all accessories that together when hired by a Customer would constitute one outfit for one person, or where only part of such outfit is hired to the Customer, that part of the outfit;

“**Grand Total**” - means the total amount payable by the Customer in respect of a Contract (excluding any additional fees payable in accordance with these terms and conditions), being: (i) in respect of an Order Confirmation Form completed in a Contact Store, the amount specified as the “Grand Total” in the Order Confirmation Form; and (ii) in respect of an Order Confirmation Form completed and submitted by a Customer online, the amount specified as the “Grand Total” in the Order Confirmation Form as confirmed in the order confirmation email sent by Moss Bros to the Customer, in each case as may be subject to later change in accordance with Clause 2 as a result of any mutually agreed alteration, addition or removal of charges to the Contract(s), change to the Collection Date, Despatch Date and/or the Return By Date or change from a collection to a despatch (or vice versa);

“**Order Confirmation Form**” - means a Moss Bros order form containing information about the Goods to be hired and the hire fees;

“**Order Date**” - means the date specified in the Order Confirmation Form as the “Order Date”;

“**Return By Date**” - means the date by which Goods must be received back from a Customer by Moss Bros, being: (i) in respect of an Order Confirmation Form completed in a Contact Store, the date specified as the “Return By Date” in the Order Confirmation Form; and (ii) in respect of an Order Confirmation Form completed and submitted by a Customer online, the date specified as the “Return By Date” in the Order Confirmation Form as confirmed in the order confirmation email sent by Moss Bros to the Customer;

“**Royal Ascot Week**” - means the week each year commonly known as Royal Ascot Week because of the horse racing events held at Ascot (or elsewhere if not at Ascot) during that week;

“**Security Deposit**” - has the meaning given to that term in Clause 6

“**Website**” - has the meaning given to that term in Clause 1.

CLAUSES

1. Hire of Goods

These are the terms and conditions, as may be updated from time to time by Moss Bros, upon which Moss Bros is willing to hire Goods to Customers to the exclusion of all other terms and conditions (including any terms and conditions which a Customer may purport to apply under any other document). To place an order with Moss Bros for the hire of Goods will require the completion of an Order Confirmation Form. An Order Confirmation Form may be completed in a Contact Store by one of our sales assistants or completed and submitted by a Customer to Moss Bros online at the Moss Bros web site www.mossbroshire.co.uk (the “**Website**”). Moss Bros accepts an order for Goods when an Order Confirmation Form is completed in a Contact Store, at the time the Order Confirmation Form has been signed by the Customer. Moss Bros accepts an order for Goods when an Order Confirmation Form is completed and submitted by a Customer online via the Website, at the time Moss Bros sends an email to the Customer confirming that it has received such order. It is at the moment Moss Bros accepts an order that a contract of hire is made between Moss Bros and the Customer for the hire of Goods (“**Contract**”). Each Contract is subject to these terms and conditions and the terms and conditions set out in the Order Confirmation Form accepted by Moss Bros, to the exclusion of all other terms and conditions (including any terms and conditions a Customer may purport to apply under any other document). All Contracts will be concluded in English. If there is any conflict between these terms and conditions and an Order Confirmation Form, these terms and conditions shall prevail. Contracts will neither be filed by Moss Bros nor be accessible to Customers. Customers viewing these terms and conditions online can access the latest version at this page. Customers should make a durable copy of these terms and conditions by printing and/or saving a download copy on their own computer.

2. Creating an online Moss Bros account

In order to complete Order Confirmation Forms and submit them to Moss Bros online, Customers will be required to create an account on the Website. By creating such an account, the Customer represents and warrants to Moss Bros that: (i) he/she has the capacity to understand, accept and comply with these terms and conditions; and (ii) all the information the Customer provides in the course of creating such an account is complete, accurate and up to date.

As part of the account creation process the Customer will be asked to provide his/her email address and to select a unique password. Customers are solely responsible for ensuring they keep their customer username and password secret. Moss Bros shall not be liable for any loss suffered by Customers in connection with any failure to keep account usernames or passwords secret. Moss Bros’ acceptance or non-acceptance of a password or an application for an account is completely at Moss Bros’ discretion.

3. Variation

Except as otherwise set out in the second paragraph of Clause 8 below, the terms of a Contract may only be changed if: (i) the Customer physically attends the Contact Store relating to the Contract and the parties agree in writing to the change (either on the Order Confirmation Form or on any other Moss Bros amendment form); or (ii) Moss Bros accepts a change proposed by the Customer online by sending the Customer an email confirming its acceptance of that proposed change. Moss Bros is unable to confirm changes to a Contract by telephone.

An additional fee is payable by the Customer in the event that a Contract is varied in any way (including, but not limited to, any agreed change to the Collection Date or the Despatch Date (as applicable), any change from collection to despatch or vice versa, or any change to the Goods ordered or the period of hire) less than four weeks prior to the Despatch Date (as detailed in Clause 8)). The hire fee will also change to reflect any agreed change to the Goods ordered or the period of hire.

4. Sizes

The Customer shall ensure Moss Bros receives accurate size information, for all persons who will be wearing Goods, at least 60 days before the Despatch Date for customers wearing an adult outfit and at least 28 days before the Despatch Date for customers wearing a junior outfit. Moss Bros cannot guarantee supply of Goods if accurate sizes have not been given within these time frames. A Contract will be cancelled if Moss Bros has not received all required size information within 7 days of the collection date.

5. Collection, delivery and hire period

Where Goods are being collected, they will be available for collection from or after 2pm on the Collection Date. The Customer shall return the Goods free of damage to any Moss Bros store as set out in the Order Confirmation Form by 2pm on the Return By Date. Where Goods are being delivered, they will be despatched on the date set out in: (i) the Order Confirmation Form, in respect of any Order Confirmation Form completed in a Contact Store; or (ii) an email from Moss Bros to the Customer, in respect of any Order Confirmation Form completed and submitted by a Customer online. It is the Customer’s responsibility to ensure they are available to sign for Goods on the delivery date notified to them by the courier.

The duration of a Contract shall not exceed a period of greater than 84 days. The Return by Date shall not be longer than 84 days from the Order Date (even if the Order Confirmation Form says otherwise).

6. Payment and Security Deposit

If the Order Confirmation Form is completed in a Contact Store, the Customer must pay to Moss Bros an initial fee (being 50% of the total hire fee) at the time the Contract is formed, unless agreed otherwise by the parties in writing. If the Order Confirmation Form is completed and submitted by the Customer online, the Customer must pay to Moss Bros an initial fee (being 50% of the total hire fee) at the time the Order Confirmation Form is submitted by the Customer to Moss Bros online, unless agreed otherwise by the parties in writing.

The Customer must pay to Moss Bros the outstanding balance of the Grand Total on or in advance of the Customer’s collection of the Goods, or (if the Goods are to be delivered to the Customer) in advance of Moss Bros’ despatch of the Goods. Goods will not be released to the Customer until the Grand Total has been received by Moss Bros.

During Royal Ascot Week, separate charges (as may be updated by Moss Bros from time to time) will apply. Further details of all charges and additional fees that will apply to Contracts can be obtained by a Customer from any Moss Bros hire store or viewed at the Website (such charges and additional fees may be updated by Moss Bros at any time without notice). All such charges and additional fees are inclusive of VAT unless otherwise stated.

For the avoidance of doubt, if the completed Order Confirmation Form is submitted by the Customer to Moss Bros online, authority for payment is given at the time the Order Confirmation Form is submitted, however the Customer will not be charged until the order is accepted by Moss Bros. Hire fees submitted online may be submitted by credit card or debit card (but not by American Express, Electron or Solo cards).

In respect of each Order Confirmation Form completed in a Contact Store, in the event of any discrepancy or difference between the till receipt for the payment of hire fees and the amount payable in respect of those hire fees as set out in the Order Confirmation Form, then the till receipt value will be deemed to be correct, and the hire fees for that Contract will be adjusted accordingly.

In respect of each set of Goods ordered, the Customer shall pay to Moss Bros a security deposit of £100 (£130) for “Evening Wear”, £200 (£250) for “Morning Wear” and £400 (£500) for “Highland Wear” (in each case as classified as such by Moss Bros from time to time) on or before the Collection Date or (if the Goods are to be delivered to the Customer) before the Despatch Date (“**Security Deposit**”). The Security Deposit is payable in a Contact Store online or by credit card or debit card (but not by Solo cards). If Security Deposit is paid using American Express a separate token payment is frozen on the account for a period of 3 to 10 working days. No Goods will be released until the Security Deposit has been received by Moss Bros.

The Security Deposit will be held by Moss Bros against the Goods hired and will be retained by Moss Bros in full in the event that the Goods are not returned to Moss Bros within 5 days of the Return By Date. In the event that damage occurs to Goods that is not covered by Peace of Mind (as defined below), a portion of the Security Deposit will be retained by Moss Bros equal in value to the then-current full selling value of the damaged Goods.

7. Risk, title, loss, damage and peace of mind (“Peace of Mind”)

Title to Goods remains with Moss Bros at all times and the Customer shall not at any time sell, mortgage, charge, hire or otherwise encumber the Goods. Risk in the Goods will pass to the Customer at the time they are collected from Moss Bros by or on behalf of the Customer.

Unless declined by the Customer, a fee will be added / included in all Contracts to pay for Peace of Mind. Peace of Mind is 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 Peace of Mind.

The Customer is responsible for, and shall take adequate measures to protect the Goods from loss or damage. The Customer shall indemnify Moss Bros against any loss or damage to the Goods (to the extent such damage is not covered by Peace of Mind). In the event that the Goods are damaged and not covered by Peace of Mind, the Customer will pay an amount equal to the then-current full selling value of the Goods in question.

Top hats that are hired by Customers are not covered by Peace of Mind and, notwithstanding the paragraph immediately above, an additional fee of £100 (£125) will be charged and will be immediately due and payable by the Customer to Moss Bros for each top hat which is damaged, however that damage is caused, or is not returned by the Return By Date. Suit covers, hat boxes and bags are loaned at no extra cost, but are also not covered by Peace of Mind and are therefore subject to an additional fee of £15 (£19) each which will become immediately due and payable by the Customer to Moss Bros if not returned by the Return By Date or if they are returned damaged.

8. Additional fees

An additional carriage fee of £10 (£12.50) is chargeable on orders that have been accepted by Moss Bros less than 7 days before the Collection Date if the appropriate Goods are not available from the Collection Store at which the Customer is due to collect the Goods, but which Moss Bros is able to deliver to that Collection Store by the Collection Date.

An additional fee of £10 (£12.50) will apply if a variation of a Contract has been agreed less than 28 days before the Despatch Date. Such a variation includes, but is not limited to, a change to the Collection Store from which the Goods are due to be collected, from a collection to a despatch (or vice versa), the Collection Date, the Despatch Date, the Return By Date, the size of the Goods or any alteration to the Goods required. The additional fee will be added at the time of the Contract or variation is made.

Any Goods not returned in full by the Return By Date will be subject to an additional daily ‘late return’ fee of £10 (£12.50) per day for the first 5 days that the Goods are late. Any Goods due to be returned to Moss Bros during Royal Ascot Week that are not returned by the Return By Date will be subject to an additional ‘late return’ fee equivalent to the single day rate for each day, or part thereof, for the first 5 days that the Goods are late.

9. Cancellations

If an Order Confirmation Form is submitted online via the Website only (i.e. at no point has the Customer physically attended a Contact Store to discuss the order), the Customer may cancel the Contract by email only up to the earlier of: (i) 14 days (excluding Saturdays, Sundays and bank holidays) after the day after Moss Bros accepts the order; and (ii) the Despatch Date, without incurring any cancellation fees.

Unless a Customer cancels a Contract in accordance with the paragraph immediately above, cancellation by the Customer of a Contract made more than 28 days in advance of the Despatch Date will be subject to a £20 (£25) cancellation fee, per item of Goods (i.e. per outfit (including accessories)) or any part of it). Unless a Customer cancels a Contract in accordance with the paragraph immediately above, cancellation by the Customer of a Contract made between 14 and 28 days in advance of the Despatch Date will be subject to a cancellation fee of 50% of the full hire fee. Unless a Customer cancels a Contract in accordance with the paragraph immediately above, cancellation by the Customer of a Contract made within 14 days prior to Despatch Date will be charged at the full hire fee.

For any Contracts made for the hire of clothes exclusively to be worn during Royal Ascot Week at the Royal Ascot event, the hire fees paid or owing are refundable/ waived for any hire date for which Royal Ascot Week is cancelled due to adverse weather, communicable diseases (e.g. ‘foot and mouth’) or terrorism. Moss Bros may cancel an order at any time prior to the time Moss Bros accepts the order.

10. Collection and Returns

The Customer can collect the Goods at any time after they are made available by Moss Bros to the Customer on the Collection Date in accordance with Clause 5. Earlier collection, collection from another Moss Bros store, or earlier despatch can be arranged, provided at least 28 days notice is given to the Contact Store. Charges will apply for any extended period of hire.

The Customer will return all Goods by the date agreed to any Moss Bros Hire store. For courier collections, the Customer will ensure that all Goods are correctly packaged and available on the Return By Date at the address specified as the Return/Pickup Location. Late Fee’s will apply as detailed in Clauses 6, 7 and 8 if Goods are received by Moss Bros after the Return By Date.

11. General

ALL CUSTOMERS ARE REQUIRED TO:
CHECK THEIR ORDER CAREFULLY (ENSURE THE GOODS ARE CORRECT, COMPLETE & IN GOOD CONDITION) BEFORE THEY LEAVE THE STORE OR UPON RECEIPT OF THE GOODS (AS APPLICABLE) (Accessories & small items will be in the zip pockets of the suit carrier).
TO ENSURE THE GOODS FIT CORRECTLY, ALL WEARERS ARE REQUIRED TO TRY ON THEIR COMPLETE OUTFIT (WITH THE SHIRT) AT THE VERY EARLIEST OPPORTUNITY (AND BEFORE LEAVING THE STORE IF GOODS ARE COLLECTED) OR, IF THIS IS NOT POSSIBLE, THEN WITHIN 24 HOURS OF THE COLLECT DATE OR THE DATE OF RECEIPT (AS APPLICABLE).
MOSS BROS CANNOT BE HELD RESPONSIBLE FOR ANY ERROR DISCOVERED AFTER COLLECTION (OR AFTER RECEIPT (IF DESPATCHED)).

12. Limitation of Liability

Moss Bros does not limit its liability for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any other areas of liability which cannot be limited by law. Moss Bros will use its reasonable endeavours to rectify any errors found upon checking the Goods at the time of collection or receipt; however Moss Bros will not be liable for any loss suffered by a Customer which could have been avoided by complying with Clause 12 above. Moss Bros will not be liable to the Customer under any statute or in contract, tort or otherwise for any: (i) loss of profit; or (ii) indirect or consequential loss, which arises out of or in connection with these terms and conditions or any Contract.

In respect of each Contract, Moss Bros’ liability (whether such liability arises in contract, tort or otherwise) is limited to the cost of the hire of the Goods under that Contract paid by the Customer. In respect of these terms and conditions, Moss Bros’ liability (whether such liability arises in contract, tort or otherwise) is limited to £100 (£125).

Lost Property – It is the Customer’s responsibility to ensure that all personal items are removed from the Goods prior to the return of Goods to Moss Bros. Moss Bros accepts no responsibility or liability for any personal items returned in error with the Goods.

13. Governing Law

These terms and conditions, each Contract and all non-contractual obligations connected with the same 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 these terms and conditions, each Contract and all non-contractual obligations connected with the same.

14. Data protection

Moss Bros is registered under the Data Protection Act 1998. Moss Bros may use a Customer’s personal information to: (i) fulfil orders placed by the Customer; (ii) process the Customer’s payments; (iii) carry out credit checks; (iv) disclose information about the Customer to any relevant regulator if they require it or to anyone else if Moss Bros has a legal duty to do so; (v) help the Customer use the Website; (vi) analyse the Customer’s purchasing preferences; and (vii) contact the Customer in accordance with their marketing preferences about Moss Bros’ goods, services and special offers that Moss Bros thinks may be of interest to the Customer. Moss Bros may disclose the Customer’s information to its employees, agents, group companies and service providers for these purposes.

In order to protect against fraud and theft Moss Bros may also share Customer information with lenders and credit reference agencies. Customers have the legal right to ask for a copy of the personal information Moss Bros holds about them (for which Moss Bros may charge a small fee) and to correct any inaccuracies in their information.

ONLINE SPECIFIC CLAUSES

15. Price of the Goods

The price of the Goods shall be the price confirmed by us at the time the order is placed. While we try to ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered (whether this by our error or an error by any third party) we will inform you as soon as possible, and give you the option of re-confirming the order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you have already paid for the goods and the order is subsequently cancelled, you will receive a full refund. In the event that we are unable to supply the Goods at the price or specification stated in the order, we will where possible notify you of any changes. Where the Goods ordered are not available we may offer you substitute goods whereby you will be asked to re-confirm your order at the new price and/or specification. You are not obliged to accept any substitute Goods and will be entitled to receive a full refund if you confirm that the substitute Goods are not acceptable. The price is inclusive of any applicable value added tax or other sales tax (at the rate from time to time in force). Any packaging or delivery costs for which you shall be liable will be confirmed prior to your order being placed.

16. Terms of Payment

Please see our Payment Options for our terms of payment. In the event that a cheque or credit card payment is dishonoured by your bank or credit card provider, they (being your bank, credit card provider or our debt collection company “Transax” or “Cortegy Ltd”) may charge a fee. Where we incur any fee or liability as a result of a dishonoured payment, you will be liable to reimburse us in full for the amount we have incurred. All credit and charge card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery. In addition, in the interests of preventing fraudulent use of credit, debit and charge cards, Moss Bros Group PLC will validate the names, addresses and other information supplied during the order process against commercially available records (e.g. Electoral Roll data, credit reference services). We reserve the right to instruct a third party to complete these checks. By ordering from our website you consent to such checks being made. We may need to contact you by letter, telephone or email to verify details before we are able to process and dispatch your order or we may be unable to accept your order and we shall not be liable for any delay or non-delivery this may cause. Any information given may be disclosed to a registered Credit Reference Agency which may keep a record of the information. All information provided will be treated in accordance with the Data Protection Act 1998.

17. Delivery

If an order confirmation form is submitted online via the website only (i.e. at no point has the Customer physically attended a Contact Store to discuss the order) you shall make all arrangements to take delivery of and provide a signature for the Goods whenever they are tendered for delivery. We aim to provide you with an approximate date on which the Goods will be ready for collection or delivery. Where we become aware that the date of delivery may be delayed, we shall notify you as soon as possible and aim to provide you with a revised date. We shall not be liable for any loss you incur, whether financial or otherwise, resulting directly or indirectly from our delay or failure to meet the estimated date. Time for delivery shall not be of the essence of the Contract unless previously agreed in writing by us. We may deliver the Goods in advance of the quoted delivery date upon giving you reasonable notice. If we fail to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods. If you ask our delivery provider to leave the goods in a safe place or at checkout request special instructions then you are deemed to accept total liability for the goods if we comply with your instructions. In the event we fail to deliver the Goods to the cardholder’s registered address or any such alternative address within 2 days of the planned event, or following 3 attempts by us (whichever is earlier) due to reason(s) reasonably considered to be your fault than we may in our discretion refund the sum paid to us by you and cancel the Contract. If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery then we reserve the right to store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage or subsequent delivery charges which we may incur. Please see our Delivery and Returns policy at <http://www.mossbroshire.co.uk/>

18. Promotion Codes

We may make available to you promotional codes from time to time. Any use by you of a promotional code in respect of an order shall only be permitted where used by the person for whom it is intended and for a single use. Promotional codes are not valid in conjunction with any other offer. There is no cash alternative available in respect of the promotional code. We may withdraw the promotional codes at any time without notice. Promotional codes are only available on UK mainland orders unless otherwise stated. Promotional codes cannot be used against postage and packaging costs. Promotion codes cannot be used after the expiration date. Promotional codes will only be accepted if submitted at the point of order. We will not subsequently apply a promotional code if the order is submitted without the promotional codes application. Please check your order thoroughly before placing to avoid disappointment. The promotional code will be applied proportionally to the Goods. Any returns or refunds on Goods purchased with the benefit of the promotional code will be on the proportional price as indicated in the sales invoice.

18. Competitions

We may in our sole discretion offer competitions to you at such times and in such manners as we deem appropriate. All prizes offered are non-transferable and cannot be substituted for a cash alternative. There will be one entry per person, per residential address only unless otherwise stated. We may in our discretion deem duplicate entries void. There will be only one winner per competition, drawn at random after the closing date unless otherwise stated. Our decision as to the winner of the competition is final and no correspondence shall be entered into. Winners will be notified by email. Prizes will be delivered to your nominated address at our expense. You shall inform us of all information necessary to ensure that the prize is delivered as soon as reasonably practicably. Competitions are open to UK residents only. Employees, families and friends of Moss Bros Group PLC are not allowed entry. Please read the terms and conditions of any competition carefully before taking part in the same.

19. Contacting Moss Bros

Moss Bros may be contacted on 0333 320 6677 or at customerservices@mossbros.co.uk.