

# **JB SurveyPlan– Hire Subscription Terms & Conditions (B2B Only)**

**Effective Date:** 1<sup>st</sup> October 2025

**Company:** JB Survey Limited (“the Company”)

**Service Name:** JB SurveyPlan

**Registered Office:** Unit 4 Champion House, Wella Road, Basingstoke, RG22 4AG

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## **1. Definition of the Hire Subscription**

1.1. The “Hire Subscription” is a fixed-term 12-month agreement under which the Customer hires equipment from JB Survey Limited for a fixed monthly fee.

1.2. It includes the supply, servicing, calibration, and replacement of the hired equipment as detailed in the Customer’s subscription agreement.

1.3. Ownership of all equipment remains at all times with JB Survey Limited.

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## **2. Term and Commencement**

2.1. The Subscription Term begins on the date of delivery or the agreed commencement date stated in the Subscription Agreement.

2.2. The minimum term is twelve (12) consecutive months unless otherwise stated in writing.

2.3. The agreement will automatically terminate at the end of the 12-month term unless renewed, upgraded, or extended by mutual agreement.

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## **3. Payment Terms**

3.1. The Customer shall pay the fixed monthly subscription fee as shown in the Subscription Agreement.

3.2. Payment shall be collected by Direct Debit (via GoCardless or equivalent) unless otherwise agreed in writing.

3.3. Monthly fees are payable in advance.

3.4. Failure to make payment may result in suspension of the subscription and retrieval of the equipment.

3.5. All prices are exclusive of VAT which will be added at the prevailing rate.

## **4. Early Termination**

- 4.1. The Customer may request early termination in writing.
  - 4.2. If termination occurs within the first six (6) months, the discounted subscription rate shall be void and the Company will charge retrospectively at its prevailing ad-hoc hire rates for the period of use, less any payments already made.
  - 4.3. After six (6) months, early termination may be accepted subject to a cancellation fee equivalent to three (3) months' subscription charges or the remaining balance of the term, whichever is lower.
  - 4.4. All outstanding fees must be settled before collection or off-hire of the equipment.
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## **5. Renewal, Return and Upgrade**

- 5.1. At the end of the Subscription Term, the Customer may choose to renew, upgrade, or return the equipment.
  - 5.2. Returned equipment must be complete, and in good working condition (fair wear and tear excepted).
  - 5.3. Missing or damaged items will be charged at replacement value.
  - 5.4. Renewals or upgrades must be confirmed prior to the expiry date to maintain continuity of service.
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## **6. Servicing, Calibration, and Breakdown Cover**

- 6.1. All equipment supplied under the Hire Subscription is provided in fully serviced and calibrated condition with valid certification.
  - 6.2. The subscription includes routine servicing and calibration in accordance with manufacturer specifications.
  - 6.3. In the event of breakdown or defect (not due to misuse, neglect, or accidental damage), the Company will provide a priority replacement or loan unit at no additional cost.
  - 6.4. Repairs or replacements required due to misuse, negligence, or unauthorised modification will be chargeable.
  - 6.5. All certificates and service documentation will be made available through the customer portal or upon request.
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## **7. Customer Responsibilities**

7.1. The Customer shall:

- Use the equipment only for its intended purpose and in a competent manner;
- Keep the equipment safe, secure, and protected from theft or damage;
- Ensure that all operators are competent and trained;
- Notify the Company immediately in the event of loss, theft, or damage;
- Maintain appropriate insurance cover for hired equipment.

7.2. The Customer shall not sell, sub-hire, or transfer possession of the equipment to any third party.

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## **8. Ownership and Risk**

8.1. Ownership remains with JB Survey Limited at all times.

8.2. Risk passes to the Customer upon delivery and remains with the Customer until the equipment is returned or collected.

8.3. The Customer shall insure the equipment for its full replacement value against loss or damage throughout the subscription term.

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## **9. Loss or Damage**

9.1. The Customer is responsible for any loss, theft, or damage to the equipment, except where caused by normal wear and tear.

9.2. The Company reserves the right to charge the full replacement or repair cost.

9.3. Any insurance claim must be made directly by the Customer, with settlement made to the Company.

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## **10. Default and Recovery**

10.1. The Company may terminate the subscription immediately if the Customer fails to make payment within 14 days of the due date, breaches these terms, or enters insolvency or administration.

10.2. The Company may recover the equipment at any time following non-payment or termination, and the Customer grants access to retrieve it.

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## 11. Liability and Indemnity

11.1. The Company shall not be liable for any indirect or consequential loss arising from the use or non-availability of the equipment.

11.2. The Customer indemnifies the Company against all claims, costs, and damages arising from misuse or unauthorised operation of the equipment.

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## 12. Data and Documentation

12.1. Calibration certificates, service records, and usage data may be stored electronically and accessed via the customer portal.

12.2. The Company complies with GDPR requirements for storage and processing of personal data.

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## 13. General

13.1. These terms are governed by the laws of England and Wales.

13.2. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

13.3. These terms operate in conjunction with JB Survey Limited's Standard Hire Terms except where superseded herein.

### **Business Use Declaration:**

The Customer confirms that this agreement is entered into in the course of their trade or business and not as a consumer, and acknowledges that consumer protection legislation does not apply.

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