



TERMS AND CONDITIONS

CONDITIONS APPLICABLE AND PERIOD OF HIRE

1. We will let and you will hire the Equipment for the Period and any extensions agreed in writing subject to these Conditions which will govern the Contract to the exclusion of any other terms and conditions.
2. We reserve the right to make changes in the specification of the Equipment or to supply suitable alternative equipment.
3. You shall inspect the Equipment (or ensure that the Equipment is inspected) on delivery and record any damage to or defect with the Equipment on the delivery note. You shall within 72 hours notify Us of any alleged defect or damage. If You fail to comply with these provisions the Equipment shall be conclusively presumed to have been delivered free from any defect or damage which would be apparent on a reasonable examination of the Equipment.
4. Any times and/or delivery or collection dates quoted or given by Us are approximate only.
5. Cancellation of equipment must be done so in writing, minimum of 14 days before the equipment hire date. If cancelled within 14 days before hire then a deposit of 25% will be lost.
6. You shall ensure that the conditions at the Site are suitable for the Equipment and in particular (and without limitation) you shall ensure that:
 1. the location at the Site where the Equipment is to be situated shall be level with sufficient solid standing to bear the load of the Equipment and the weight of any motor vehicles used by Us in delivering servicing and collecting the Equipment.
 2.
 1. suitable access is available for the delivery servicing and collection of the Equipment free from all obstructions (e.g. overhead trees or hedges).
 2. Suitable arrangements are made at the Site to ensure that any buried pipes or other concealed services do not sustain damage as a result of the transport use erection/installation and/or servicing and/or dismantling/removal of the Equipment.
 3. all necessary arrangements are made at the Site for the provisions and installation of any connections required to mains services (unless otherwise agreed in writing).
 3. If we are unable to deliver the Equipment as a result of any default by You then without prejudice to any other right or remedy available to Us We may:
 1. store the Equipment until actual delivery and charge You the reasonable costs (including transportation and insurance) of storage or
 2. cancel the Contract and/or suspend the provision of any further Equipment on hire to You and charge You for any additional costs incurred by Us insofar as such costs are not met by any cancellation fees payable hereunder.
 4. You acknowledge that the Hire Charges are based on a maximum time for delivery servicing and collection of 15 minutes per toilet. In the event that additional time is required for delivery servicing and collection arising from inadequate instructions provided by You or unsuitable site conditions and/or soft ground due to inclement weather or any other

conditions and/or restricted access then without limitation to any other right or remedy available to Us We shall be entitled to charge You the additional rate of £30 per hour (or part thereof) plus VAT and such charges shall be added to the Hire Charges

5. You acknowledge that We shall not be responsible for making good or repairing any damage to the Site howsoever caused.
6. You shall comply with all instructions given by Us in respect of the use of the Equipment by You or third parties and You shall not (nor permit others) to reposition dismantle adjust modify or attempt to repair the Equipment without Our prior written approval.
7. You will obtain all permissions consents and licences required for the Equipment under any statute regulation or bye-law and comply with any relevant conditions imposed.
8. You shall be responsible for ensuring that the Equipment is available for collection as may be required by Us and that on collection the Equipment is in the condition prevailing at the commencement of the Period.

INSURANCE AND INDEMNITY

1. You shall be responsible for and hereby indemnify Us against any damage sustained to the Equipment during the Period (and any extension thereof) and any period from termination of the Contract and collection of the Equipment.
2. You will indemnify Us against any and every expense liability financial loss claim or proceedings whatsoever and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever arising out of the delivery use non-use repossession servicing collection or return of the Equipment or any part of it. This indemnity will be reduced in proportion to the extent that such expense liability financial loss claim or proceedings or death or personal injury or damage to or loss of property is due to our negligence.
3. In the event of an accident involving the Equipment and in respect of any claim not within Your agreement to indemnify Us as set out in the Conditions You shall:
 1. not make any admission of liability
 2. notify Us as soon as reasonably practicable and in any event within 24 hours of the occurrence of the accident
 3. supply such information and assistance in connection with the accidents as We may require
4. You will hold upon trust for Us on demand all money You receive from any insurance company or from any other source in settlement of any claim relating to the loss theft or damage of any of the Equipment.
5. You will pay us all costs we incur and rectifying any Equipment returned damaged or unclean. Additionally you will pay for our financial loss until such rectification is complete.

HIRE CHARGES AND PAYMENT

1. Subject to any special terms agreed in writing between Us and You We will be entitled to invoice You for the Hire Charges and VAT at the rate prevailing on the date of Our invoice before on or at any time after the commencement of the Period.
2. Subject to any special terms agreed in writing between Us and You, You shall pay the Hire Charges and VAT either on receipt of Our invoice or (if specifically notified by Us) within 28 days of the date of the invoice (the "Due Date") unless we have made written demand for immediate payment following your failure to pay any sum due to us whether under this Contract or otherwise by its due date in which case payment will be due immediately on receipt of that demand.
3. Time of payment of the Hire Charges and VAT shall be of the essence of the Contract.
4. If You fail to make payment on the Due Date then without prejudice to any other right or remedy available to Us We shall be entitled to:

1.cancel the Contract and/or suspend the provision of any further Equipment on hire to You (at our sole discretion); and

2.charge You in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2013 or such equivalent legislation.

3.demand immediate payment of all sums due or to fall due to us from You whether under this Contract or otherwise.

WARRANTIES AND LIABILITIES

1. We warrant that the Equipment shall be delivered to You in a clean and tidy condition.
2. We shall be under no liability under any warranty condition or guarantee if the Hire Charges and VAT have not been paid by the Due Date.
3. We shall not be liable to You by any reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims through consequential compensation whatsoever (and whether caused by the negligence of Our employees subcontractors or agents or otherwise) which arise out of or in connection with the supply of the Equipment except as expressly provided in these Conditions.
4. Our liability hereunder for any delay in performing or failure to perform any of Our obligations in relation to the provision of the Equipment shall be limited to the excess (if any) over the Hire Charges of the cost to You in the cheapest available market for the supply of similar equipment to replace the Equipment.
5. Nothing contained herein is intended to nor will limit Our liability in respect of death or personal injury caused by Us or Our employees subcontractors or agents.

Any issues regarding these terms and conditions, please contact Adrian 07812410979