

POWYS LUXURY LOOS

TERMS AND CONDITIONS OF HIRE

1. General

1.1 - All business is conducted in accordance with these Conditions of Hire, unless otherwise amended in writing by the company.

2. Definitions

2.1 - The "Company" means POWYS LUXURY LOOS or their sub-contractors and agents and includes their successors, assigns or personal representative.

2.2 - The "Hirer" means the person, persons or their representative hiring the 'Equipment' from the 'Company'.

2.3 - The "Equipment" means mobile toilets, showers, other mobile, or static unit facilities and equipment including all fixtures and fittings.

3. The Site

3.1 - The hire charges are based on the assumption that the site is flat, level and solid standing with suitable access for the "Equipment" and associated motor vehicle(s).

3.2 - The "Hirer" warrants that the vehicles and 'Equipment belonging to the "Company" will have suitable access free from all overhead obstructions, trees, hedges etc., and without buried pipes or other concealed services that may suffer damage occasioned by the transport, use, erection/installation and/or dismantling/removal or the "Equipment".

3.3 - The "Company" reserves the right to charge for any damage caused to vehicles and "Equipment" belonging to the "Company" due to unsatisfactory site conditions and/or access.

3.4 - The "Company" reserves the right to charge for delays and additional labour time required in connection with works/delivery/collection and time spent due to the unsuitable site conditions and/or soft ground due to inclement weather, or any other condition. Current rate of £20.00 per hour will be charged without prejudice. Note: One hour maximum site time is allowed for delivery and collection.

3.5 - The "Company" will not be responsible for any making good or repair or damage to the site howsoever caused.

3.6 - The "Hirer" shall be responsible for providing and installing any connections required to mains services where necessary, unless otherwise agreed in writing and charged for.

3.7 - If collection of the "Equipment" is delayed beyond the recorded date for any reason i.e. marquee restricting access, inclement weather etc., the "Company" reserves the right to charge for additional hire at the rate of 15% per day of quoted daily hire charge, or a full rental rate if a subsequent order cannot be fulfilled, due to non-availability of the unit (which ever being appropriate).

4. Liability

4.1 - The "Company" accepts no liability whatsoever in respect of third party claims or for consequential loss or damage of any kind and the "Hirer" shall indemnify the "Company" against third party claims unless such liability be caused by faulty materials or workmanship or negligence on the part of the 'Company'.

4.2 - The "Company" accepts no liability whatsoever in respect of any malfunction of the "Equipment" if the duration of the hire or numbers utilising the "Equipment" exceeds that stated in the Quotation.

5. Title

5.1 - The "Equipment" and accessories remain the property of the "Company" at all times. The "Hirer" will allow the "Company" reasonable access to the "Equipment" during the hire period.

5.2 - The "Hirer" shall keep the "Equipment" in his/her own possession and control, and free from all legal processes and undertakes that no mortgage deed, bill of sale or any other legal instrument or private arrangement whatsoever shall be exercised whereby other person, lien or company other than the 'Company' shall acquire any lien or rights whatsoever in connection with the "Equipment".

6. Subletting

6.1 - The "Hirer" will not sublet or rehire the "Equipment" without the expressed written permission of the "Company".

7. The Equipment

7.1 - The "Hirer" shall indemnify the "Company" and be responsible for all expenses involved arising from any breakdown, wilful damage and any loss incurred by the "Company" due to negligence loss and/or misuse of the "Equipment" by the "Hirer" on a time and replacement cost basis currently in use by the "Company" at the time.

7.2 - The "Hirer" shall not move the "Equipment" from the site or position it was delivered or consigned to without agreement in writing by the "Company".

8. Hire Charges and Payment

8.1 - The hire, delivery and collection charges for the "Equipment" are as specified in the Quotation.

8.2 - The period of hire and maximum numbers utilising the "Equipment" is as stated in the Quotation.

8.3 - Bookings are only accepted and confirmed on receipt of 25% deposit, or other amount as agreed.

8.4 - Final delivery of the unit is subject to full payment of all hire costs (14) fourteen days before delivery.

8.5 - Full payment on cancellation if under three weeks before event otherwise 25% cancellation fee.

8.6 - Overdue accounts are subject to a 5% surcharge per month.

8.7 - Acceptance of the "Equipment" on site by the "Hirer" shall in itself constitute acceptance in full of the above conditions