



## **CONDITIONS OF HIRE GENERAL**

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

## **DEFINITIONS**

- The "Company" means Classical Conveniences or their sub-contractors and agents and includes their successors, assigns or personal representatives.
- The "Hirer" means the person, persons or their representatives hiring the "Equipment" from the "Company".
- The "Equipment" means mobile toilets, showers, other facilities and equipment including all fixtures and fittings.

## **THE SITE**

- 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).
- The "Hirer" warrants that the vehicles and "Equipment" belonging to the "Company" will have suitable access free from all obstructions e.g. 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 of the "Equipment".
- The "Hirer" shall indemnify the "Company" against all liability for damage caused by vehicles or "Equipment" belonging to the "Company" whilst passing over or through private property.
- The "Hirer" will be liable for any damage caused to vehicles and "Equipment" belonging to the "Company" due to unsatisfactory site conditions and/or access.
- The "Hirer" will be liable to charges for delays and additional labour time required in connection with works/delivery/collection and time spent due to unsuitable site conditions and or soft ground due to inclement weather or any other conditions. Current rate of £20.00 per hour will be charged without prejudice. Note: One hour maximum site time is allowed for delivery and collection.
- The "Company" will not be responsible for any making good or repair of damage to the site howsoever caused.
- The "Hirer" shall be responsible for providing and installing any connections required to mains services facilities where necessary, unless otherwise agreed in writing and charged
- If collection of the "Equipment" is delayed 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.

2 The Pleasance, Harpenden, Herts, AL5 3NA

Tel: 01582 841143

Fax: 01582 849354

Email: [sales@luxuryloos.co.uk](mailto:sales@luxuryloos.co.uk)

Web: [www.luxuryloos.co.uk](http://www.luxuryloos.co.uk)

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## **LIABILITY**

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

## **TITLE**

- 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.
- 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 any other person, firm or company other than the "Company" shall acquire any lien or rights whatsoever in connection with the "Equipment".

## **SUBLETTING**

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

## **THE EQUIPMENT**

- The "Hirer" shall indemnify the "Company" and be responsible for all expenses involved arising from any breakdown, damage and any loss incurred by the "Company" due to negligence, loss and/or misuse of the "Equipment" by the "Hirer" or any person using the "Equipment" whilst in the possession of the "Hirer".
- The "Hirer" shall not move the "Equipment" from the site it was delivered or consigned to without agreement in writing by the "Company".

## **HIRE CHARGES & PAYMENT**

- The hire charge and delivery and collection charges for the "Equipment" are as specified in the Quotation.
- The period of hire and maximum numbers utilising the "Equipment" is as stated in the Quotation.
- Bookings are only accepted and confirmed on receipt of 25% deposit.
- Overdue accounts are subject to a 5% surcharge.
- Acceptance of the "Equipment" on the site by the "Hirer" shall in itself constitute acceptance in full of the above conditions.

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