

# **K & S Toilets Ltd**

## **CONDITIONS OF HIRE**

**K & S Toilets Ltd, Coed Cochion, Bryntirion Lane, Rhayader, Powys LD6 5LT**

### **General**

**All business is conducted in accordance with these conditions of hire unless otherwise amended by the Company.**

### **DEFINITIONS**

- The "Company" means K & S Toilets Ltd or their Sub-contractors and agents.
- The "Hirer" means the person, persons or their representatives hiring the "Equipment" from the "Company".
- The "Equipment" means mobile toilets, other mobile or static unit facilities and equipment including all fixtures and fittings.

### **BASIS OF CONTRACT**

- K & S Toilets Ltd shall hire the Equipment to the Hirer for use at the Site subject to the terms and conditions of this agreement.
- K & S Toilets Ltd shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Hirer's quiet possession of the Equipment where the Equipment remains on the Site.
- These Conditions apply to the Contract to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- The Order constitutes an offer by the Hirer to hire the Equipment and/or purchase the Services in accordance with these Conditions.
- The Order shall only be deemed to be accepted when K & S Toilets Ltd issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").
- All of these Conditions shall apply to the hire of the Equipment and the supply of the Services except where application to one or the other is specified.
- The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of K & S Toilets Ltd which is not set out in the Contract

### **THE SITE AND ACCESS THERETO**

- 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 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" will solely be responsible for all damage to the surface, cultivation and/or concealed pipes of the site.
- 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.
- The "Company" reserves the right to make additional charges, in connection with delivery/collection, for delays caused by unsuitable site conditions. Note: One hour maximum site time is allowed for delivery and collection.
- The "Company" will not be responsible for making good or repairing any damage to the site howsoever caused.

## **THE HIRER**

- The hirer will not affix any labels, signs or other items to either the internal or exterior surfaces of any unit
- The "Hirer" shall be responsible for supplying electricity to the "Equipment" of 240 volts and installing any connections required to additional mains services where necessary.
- The "Hirer" shall ensure no artificial heating and/or lighting i.e. candles are used in the "Equipment" without the "Company's" written consent.
- The "Hirer" shall indemnify the "Company" against third party claims and is advised to take out adequate insurance to cover all possible claims. The "Company" accepts no liability whatsoever in respect of third-party claims or for consequential loss of any kind.
- The "Hirer" will allow the "Company" reasonable access to the "Equipment" during the hire period. The "Equipment" remains the property of the "Company" at all times.
- The "Hirer" will not sublet or rehire the "Equipment" without the written permission of the "Company"
- 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"
- The period of hire and maximum numbers utilizing the "Equipment" are as specified in the quotation. (The "Company" accepts no liability for malfunction of the equipment if the duration of the hire or numbers utilizing the "Equipment" exceeds that stated in the quotation).

## **HIRE CHARGES AND PAYMENT**

- The hire charge and delivery and collection charges for the "Equipment" are as specified in the quotation.
- Bookings are only accepted and confirmed on receipt of a non-refundable 30% deposit excepting account customers.
- Final Delivery of the unit is subject to full payment of all hire costs being received by the "Company" 7 days prior to start of hire
- Overdue accounts (for account customers) are subject to a 5% surcharge per month.

## **CANCELLATION**

- Full payment will be due on cancellation if under three weeks before event.
- If cancellation made between 6 months – 3 weeks prior to delivery a 25% (of balance due) cancellation fee will be payable

## **TITLE, RISK AND INSURANCE**

- The Equipment shall at all times remain the property of K & S Toilets Ltd, and the Hirer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this agreement).
- The risk of loss, theft, damage or destruction of the Equipment shall pass to the Hirer on Delivery. The Equipment shall remain at the sole risk of the Hirer during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Hirer ("Risk Period") until such time as the Equipment is redelivered to K & S Toilets Ltd. During the Rental Period and the Risk Period, the Hirer shall, at its own expense, obtain and maintain the following insurances:
  - insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as K & S Toilets Ltd may from time to time nominate in writing;
  - insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as K & S Toilets Ltd may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and
  - insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as K & S Toilets Ltd may from time to time consider reasonably necessary and advise to the Hirer.

- The Hirer acknowledges that K & S Toilets Ltd shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Hirer or its officers, employees, agents and contractors, and the Hirer undertakes to indemnify K & S Toilets Ltd on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Hirer to comply with the terms of this agreement

## LIABILITY

- Without prejudice to clause (A1) below, the maximum aggregate liability of each party to the other for breach of this agreement (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort misrepresentation or otherwise, shall in no circumstances exceed 100% of the price paid by the Hirer for the Equipment/Services in the contract.
- K & S Toilets' Ltd shall have opportunity to, at their discretion, first remedy or rectify any of its breaches of these terms.
- Nothing in this agreement shall exclude or in any way limit:
  - (A1) either party's liability for death or personal injury caused by its own negligence;
  - (b) either party's liability for fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be excluded by law.
- This agreement sets forth the full extent of K & S Toilets' Ltd obligations and liabilities in respect of the Equipment and its hiring to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a particular purpose or any other kind whatsoever, that are binding on K & S Toilets' Ltd except as specifically stated in this agreement. Any condition, warranty or other term concerning the Equipment which might otherwise be implied into or incorporated within this agreement, whether by statute, common law or otherwise, is expressly excluded.
- Without prejudice to clause (A1) above, neither party shall be liable under this agreement for any:
  - (a) loss of profit;
  - (b) loss of revenue
  - (c) loss of business; or
  - (d) indirect or consequential loss or damage, in each case, however caused, even if foreseeable.

## NON-RETURNED, LOST, STOLEN, DAMAGED OR UNCLEAN EQUIPMENT

- The "Hirer" accepts full responsibility for the care and safekeeping and return in good order of the "Equipment". The "Hirer" will pay to the "Company" all costs incurred by the "Company" in rectifying the condition of any "Equipment" returned damaged or unclean. Additionally the "Hirer" will pay to the "Company" a charge equating to the financial loss to the "Company" until such rectification is complete.

**Acceptance of our quotation, signing of a Booking Form and the "Equipment" on site by the "Hirer" shall in itself constitute acceptance in full of the above conditions**