



sitting pretty  
designer portable toilet hire

## Terms and Condition 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 Sitting Pretty their sub-contractors and agents and includes their successors, assigns or personal representative.

The "Hirer" means the person, persons or their representative hiring the equipment from the company

The "Equipment" means mobile toilets, showers, other mobile or static unit 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 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 Company reserves the right to charge for any damage caused to the vehicles and equipment belonging to the Company due to the unsatisfactory site conditions and/or access.

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 unsuitable site conditions and/or soft ground due to the inclement weather, or any other condition. Current rate of £20 per hour per employee will be charged without prejudice. Note: one hour maximum site time 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 where necessary, unless otherwise agreed in writing and charged. All units require 16 amp power and to comply with Health and Safety Regulations connection through a C form

socket

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 the quoted daily hire charge, or a full rental rate if a subsequent order cannot be fulfilled, due to non-availability of the unit (whichever being appropriate).

**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 exceeds that stated in the quotation.

The Company accepts no liability whatsoever in respect of any malfunction of the equipment due to weather conditions – such conditions may be, but are not limited to, very hot or cold weather or flooding etc...

**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 other person, lien 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 expressed written permission of the Company

**Delivery:**

Where the Hirer has agreed to position the Equipment in a specific location, the Hirer must have an authorised representative available at the time of delivery to instruct the Company regarding the position.

The Hirer will pay extra for any further time or attendance including any attempt by the Company to carry out delivery, collection or servicing which is unsuccessful or delayed due to the Hirer's acts or omissions.

**The Equipment:**

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 or persons using the Equipment on a time and replacement cost basis currently in use by the Company at the time.

No smoking is allowed in the Equipment. It is the Hirer's responsibility to ensure that their guests comply with this requirement. If any damage (excluding reasonable wear and tear resulting from reasonable use) is caused to the floor of the Equipment the Hirer shall be liable to pay the Company a fee of £750.00 to cover making good the damage. Such damage may include but is not limited to cigarette burns caused by smoking in the Equipment, damage caused by guests wearing unsuitable footwear (for example golf spikes or football boots). 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 Equipment must be returned to the Company in the same condition as it was when it was delivered to the Hirer (except for reasonable wear and tear resulting from reasonable use). Failure to leave the Equipment in a good condition requiring additional cleaning services will incur an additional cleaning fee of £100.00 to be paid by the Hirer to the Company.

### **Hire charges and Payments:**

The hire charge and delivery and collection charges for the Equipment are 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 a £100 deposit ("the Deposit").

In the event of cancellation for any reason the Company reserves the right to levy cancellation charges as follows: 3-6 months: forfeit 50% of deposit. 1-3 months: forfeit 100% of deposit. Event date to 1 month: forfeit up to 100% of the total quoted price at the discretion of the Company.

Final delivery of the unit is subject to full payment of all hire costs 14 days before delivery.

Overdue accounts are subject to a 5% surcharge per month. Acceptance of the Equipment on site by the Hirer shall in itself constitute acceptance in full of the above conditions.