

TLC Loo Hire Ltd
TERMS & CONDITIONS
OF HIRE

General

All business is conducted in accordance with these Terms and Conditions of Hire unless otherwise amended by the Company in writing.

Definitions

The “Company” means TLC Loo Hire Ltd or their sub-contractors, agents or personal representatives.

The “Hirer” or “Hirers” means the person/persons or their representative hiring the “Equipment” from the “Company”.

The “Equipment” means mobile toilets, other mobile or static unit facilities and equipment including all fixtures and fitting.

The Site and Access

The hire charges are based on the assumption that the site is flat, level with solid standing and having suitable access for the “Equipment and associated motor vehicle/s to maneuver.

The “Hirer warrants that the vehicles and “Equipment” belonging to the “Company” will have suitable access free from all overhead obstructions, wires, trees, hedging ect and without buried pipes or other concealed services that may suffer damage occasioned by the transport, the 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 on site.

The “Company reserves the right to charge for any damages 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 without prejudice in connection with delivery/collection. For delays caused by unsuitable site conditions and/or soft ground due to weather or any other conditions.. The “Company” as a one hour maximum site time allowed for deliveries and collections (events only), after which a charge of £30.00p per man per hour/part hour will be charged.

The “Company” will not be responsible for making good or repairing any damage to the site howsoever caused.

If collection of the “Equipment is delayed beyond the recorded date for any reason ie. can’t gain access to site, restrictions, weather ect the “Company” reserves the right to charge for additional hire at the rate of 25% per day of daily hire charge or full rate if subsequent orders cannot be fulfilled due to non availability of the “Equipment” hired.

The “Hirer” will ensure that the site is secure and security is in place from delivery of “Equipment” to collection of the “Equipment” and that there is adequate insurance covering the “Equipment” during this hire period.

The “Company” will service the site/construction (not including event hire) “Equipment” on a once weekly basis (if in contact to do so). If we are unable to gain access to the site to service the toilet(s) with have a ten minute waiting period after which we will leave site. We reserve the right not to return to site within 7 days.

The Hirer

The “Hirer” will not affix any labels, signs or other items to either the internal or external surfaces of any “Equipment”

The “Hirer” will be responsible for providing and installing any connection required to mains services where necessary. Unless agreed in writing and charged for by the “Company”.

The “Hirer” shall be responsible to ensure that NO artificial heating and/or lighting i.e. candles are used in the “Equipment” without prior written consent from the “Company”.

The “Hirer” agrees that no smoking will take place inside of the “Equipment”.

The “Hirer” will indemnify the “Company” against third party claims and we strongly advise the “Hirer” to take out adequate insurance to cover any possible claims, or for consequential loss of any kind.

The “Hirer” will allow the “Company” total access at all times to the “Equipment” during the hire period up to collection. The “Equipment” remains the property of the “Company” at all times.

The “Hirer” will not sub-let or rehire the “Equipment” without 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 “Hirer” should check all “Equipment” on delivery and contact the “Company” with any findings straight away.

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The "Hirer" agrees to pay the "Company" the full replacement cost of any "Equipment lost or stolen or damaged beyond economic repair and should insure the goods on this basis. The "Hirer" is responsible for all expenses involved arising from any breakdowns, willful 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 used by the "Company" at the time.

Single Toilet Unit = £800.00p

Urinal unit = £800.00p

Dispensers = £40.00p

Disabled Toilet Unit = £1,200.00p

Fencing = Call Office

Stickers = £15.00p each

The "Hirer" accepts full responsibility for the care and safekeeping and return in good order of the "Equipment". The Hirer will pay the "Company" all costs incurred by the "Company" in rectifying the condition of any "Equipment" returned damaged including dispensers and stickers or returned in an unacceptable state of uncleanness and/or extremely soiled due to misuse by person or persons while under the "Hirers" responsibility of care. Additionally the "Hirer" will pay to the "Company" a charge equating to the financial loss to the "Company" until rectification is completed.

The Equipment

The "Company" accepts no liability for the malfunction of the "Equipment" if the period of hire and/or maximum number utilizing the "Equipment" is greater than quoted for.

Event toilets weekend hire. The "Company" reserves the right to delivery event toilets up to 3 days in advance of event date and collect up to 7 days after the event date.

The "Company" cannot guarantee the "Hirer" a set day or time for deliveries, collections or servicing of the "Equipment"

No lights/lighting will be provided by the "Company" for any "Equipment" hired.

No screening will be provided with any of the "Equipment" unless stated in the "Company" quotation.

Servicing of "Equipment" will only be supplied if stated in the "Company" quotation.

Hire Charges and Payments

The Hire charge, delivery and collection charges for the "Equipment" are specified in the quotation.

Bookings are only accepted and confirmed on receipt of full payment when ordering this term and condition is for all "Hirers" (unless the "Company" as given written agreement on a different payment schedule). This term and condition doesn't apply to account customers.

On event "Equipment" hire over £500.00p with prior agreement made in writing with the "Company" on ordering the "Equipment". The "Company" would ask the "Hirer" to pay 25% of the quotation price on ordering and the final 75% payment 14 day prior to the event date. Failure to pay will result in the final booking being terminated without written or verbal warning to the "Hirer".

It is solely the responsibility of the "Hirer" to ensure that all payment dates are observed and that full payment is received on or before that date to fulfill our terms and conditions of hire.

Overdue accounts or invoices are subject to a 5% surcharge per month.

The "Company" reserves the right to suspend/withdraw the toilet servicing/cleanout until full payment as been received from the "Hirer" for non-payment of invoice/s overdue more than 4 weeks.

The "Company" reserved the right to charge full rate of hire for toilets suspended but are still remaining on site/hire.

Cancellation

The "Company" will pay a full refund of monies received if we are informed in writing via email of the cancellation of the "Hirers" event 14 days prior to delivery.

If the "Company" attends an event and it is cancelled before or after we deliver the "Equipment" there will be no refund.

The "Company" reserves the right to terminate the contract at any time.

Acceptance

Acceptance of the "Company" quotation and/or of our "Equipment" on site shall in itself constitute acceptance in full of the above conditions.