

CONDITIONS OF HIRE

1. DEFINITION

- (a) The "Company" means Mobile Thrones Ltd or their subcontractors and agents and includes their successors, assigns or personal representatives:
- (b) The "Hirer" is the Company, Firm, Person, Corporation or Public Authority or their representatives hiring the "Equipment" from the "Company", © The "Equipment" means mobile toilets, generator, distribution board, cables, showers, fridge boxes other facilities and equipment including all fixtures and fittings,

2. AVAILABILITY OF UNITS

- (a) The units are offered subject to being available for hire and in the "Company's possession or control on the date that the "Hirer's" acceptance of the Contract is received by the "Company", The "Company" shall not be liable for any direct or consequential loss sustained by the "Hirer" on account of the Unit/s being thus unavailable,

3. THE SITE

- (a) 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),
- (b) 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"
- (c) 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,
- (d) 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.
- (e) The "Hirer" will be liable to charges for delays and additional labour time 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 £25.00 +VAT per hour will be charged without prejudice, Note: One hour maximum site time is allowed for delivery and collection of toilets, two hours is allowed for set up of generator.

- (f) 'The "Company" will not be responsible for any making good or repair of damage to the site how ever caused.
- (g) 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.
- (h) 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 the total hire charge.

4. INSURANCE

During the continuance of the hire period the "Hirer" shall effect and maintain a policy of insurance in respect of the Units at his own sole expense in the joint names of the "Hirer" and the "Company" in the value of £20,000 per unit. Such insurance to cover all the risks that can properly be covered by insurance. The "Hirer" shall upon request by the "Company" produce to the "Company" a certificate or policy evidencing the discharge of the Hirer's obligation under this clause

5. LIABILITY

- (a) 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".
- (b) 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.

6. TITLE

- (a) 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".

7. SUB-LETTING

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

8. THE EQUIPMENT

- (a) 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"
- (b) The "Hirer" shall not move the "Equipment" from the site it was delivered or consigned to without agreement in writing by the "Company"

9. INSPECTION

The "Hirer" shall at all reasonable times allow the "Company", his Agents or Servants to have access to the Units to inspect, repair or replace the same. So far as is reasonably possible such work will be carried out at times to suit the convenience of the "Hirer".

10. COMPANY'S PLATES

The "Company" may affix his plate or mark on the Units indicating that it is his property and the "Hirer" shall not remove, defile or cover up the same.

11. HIRE CHARGES AND PAYMENT

- (a) The hire charges and delivery and collection charges for the "Equipment" are as specified in the Quotation.
- (b) The period of hire and maximum numbers using the "Equipment" is as stated in the Quotation.
- (c) Bookings are only accepted and confirmed on receipt of a 25% deposit.
- (d) Overdue accounts are subject to a 5% surcharge per month.
- (e) Acceptance of the "Equipment" on the site by the "Hirer" shall in itself constitute acceptance in full of the above conditions.
- (f) Balances must be paid in full one month before the event.
- (g) Final delivery of the unit is subject to full payment of all hire costs.

12. CANCELLATION POLICY

- (a) The 25% deposit is non refundable.
- (b) Cancellation of hire three weeks before event - no refund