

CLASSICAL LOO COMPANY LTD

TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

1.1 “**Conditions**” means the standard terms and conditions set in this document and includes and special terms and conditions agreed in writing between CLC and the Customer.

1.2 “**Contract**” means the contract concluded between CLC and the Customer for the hire of the Equipment.

1.3 “**CLC**” means Classical Loo Company Ltd, a company in England with registered number 03188455 and having its registered office at 44 Santler Court, 207 Worcester Road Malvern WR14 1SF, and trading at Auld Barn House Fonah Forfar DD8 2SB

1.4 “**Customer**” means the person or party who agrees to hire the equipment.

1.5 “**Equipment**” means the mobile toilets and/or such other facilities and equipment (incl all fixtures and fittings) to be hired by the Customer for the Period.

1.6 “**Hire Charges**” means the charges for the hire of the Equipment as set out in any quotation price list or otherwise confirmed in writing by CLC excluding VAT (including any additional charges to be levied by CLC in respect of the return or collection of the Equipment after the expiry of the Period and as set out in any quotation or otherwise confirmed in writing by CLC.

1.7 “**Period**” means the period of hire of the Equipment as set out in any quotation or otherwise confirmed in writing by CLC.

1.8 “**Site**” means the place for delivery of the Equipment as set out in any quotation or otherwise confirmed in writing by CLC.

2 CONDITIONS APPLICABLE

2.1 CLC will let and the Customer will hire the Equipment for the Period and any extensions agreed in writing subject to these Conditions which will govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of CLC and the Customer.

2.3 Any representations made by CLC its employees agents or subcontractors concerning the provision of the Equipment shall not be incorporated into the Contract unless confirmed by CLC in writing and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of such representations which are not so confirmed.

2.4 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer or other documentation or information issued by CLC shall be subject to correction without any liability on the part of CLC.

2.5 Any quotation given by CLC may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 14 days

2.6 CLC shall be entitled to cancel the Contract where it deems necessary on given the Customer 10 days notice in writing. In such event, CLC shall refund the Customer all sums received in connection with the Contract.

3 ORDERS AND SPECIFICATIONS.

3.1 No order form shall be deemed to be accepted by CLC until signed by both Customer and CLC's authorised representative.

3.2 The Customer shall be entitled to cancel the Contract on giving CLC notice in writing in accordance with the time limits and subject to paying CLC such cancellation fees as specified below:

Over 61 days prior to event - 25% + vat of total cost
Between 31-60 days - 50% + vat of hire charge
Within 30 days of event - 100% + vat of hire charge

3.3 Save as otherwise provided no order which has been accepted by CLC may be cancelled by the Customer except with the agreement in writing of CLC and on the terms that the Customer shall at CLC's discretion indemnify CLC in full against all loss (incl loss of profit and the costs of all labour and materials used) and damages charges and expenses incurred by CLC as a result of such cancellation.

4. THE CUSTOMERS OBLIGATIONS AND RESPONSIBILITIES

4.1 The Customer shall ensure that the conditions at the Site are suitable for the Equipment in particular (and without limitation) shall ensure that:

a.) the location at the Site where the Equipment is to be sited shall be level with sufficient solid standing to bear the load of the Equipment
b.) suitable access is available for the delivery and collection of the Equipment free from all obstructions (eg overhead obstructions tress hedges)

c.) suitable arrangements are made at the Site to ensure that any buries pipes or other concealed services do not sustain damage as a result of transport use erection/installation and or dismantling/removal of Equipment.

d.) all necessary arrangements are made at the Site for the provisions and installation of any connections required to mains services (unless otherwise agreed in writing)

4.2 The Customer acknowledges that the Hire Charges are based on a maximum time for delivery and collection on 1 hour. In the event that additional time is required for delivery and collection from inadequate instructions provided by the Customer or unsuitable site conditions and/or soft ground due to inclement weather or any other conditions and/or restricted access then without limitation to any other right or remedy available to it CLC shall be entitled to charge the Customer the additional rate of £20.00 per hour (or part thereof) plus VAT.

4.3 The Customer acknowledges that CLC shall not be responsible for making or repairing any damage to the site howsoever caused unless in situations where CLC (or its employees or subcontractors) has been proved negligent.

4.4 The Customer shall comply with all instructions given by CLC in respect of the use of the Equipment by it or third parties.

4.5 The Customer shall be responsible for ensuring that the Equipment is available for collection at the time and the date agreed and the Equipment is in the condition prevailing at the commencement of the Period (fair wear and tear excepted)

4.6 The Customer shall be responsible for and hereby indemnifies CLC against any damage sustained to the Equipment during the Period (and any extension thereof)

5 CUSTOMERS' INSURANCE

The customer shall be responsible for all claims or costs for personal injury and loss of or damage to property caused by or arising from their or their agents' employees' subcontractors' customers' or their third parties negligent or incorrect use of the Equipment. The Customer will indemnify CLC in respect of each and every claim and all actions proceedings cost claims and demands in respect thereof. The Customer agrees that it shall have public liability insurance providing a minimum of £2,000,000 in respect of the use of the Equipment.

6. HIRE CHARGES AND PAYMENT

6.1 Subject to any special terms agreed in writing between CLC and the Customer CLC will be entitled to invoice the Customer for hire charges and VAT at the rate prevailing on the date of the CLC's invoice before on or at any time after the commencement of the Period.

6.2 The Customer shall pay the Hire Charges and VAT either on receipt of CLC's invoice or if specifically notified by CLC) within 28 days of the date of the invoice (the “Due Date”)

CLASSICAL LOO COMPANY

TERMS AND CONDITIONS OF HIRE

6.3 Time of payment of the Hire Charges shall be of the essence of the Contract.

6.4 if the Customer fails to make payment on the Due Date without prejudice to any other right or remedy available to it CLC shall be entitled to:

- a) cancel the Contract and/or suspend the provision of any further Equipment on hire to the Customer; and
- b) charge the Customer interest (before and after any judgement) on the amount paid at the rate of 4% per annum above the Royal Bank of Scotland PKC base rate, or such other higher rate as may be chargeable from time to time in terms of the Late Payment of Commerce Debts (Interest) Act 1998, until payment in full is made (part of the month being treated as a full month for the purpose of calculating interest)

7. WARRANTIES AND LIABILITIES.

7.1 CLC warrants that it shall deliver and collect the Equipment on the dates quoted and confirmed in writing by it. Any times quoted or given are approximately only.

7.2 CLC warrants that the Equipment shall be delivered to the Customer in a clean and tidy condition.

7.3 CLC shall be under no liability under any warranty conditions or guarantee if the Hire Charges and VAT have not been paid by the Due Date.

7.4 CLC shall not be liable to the Customer by any reason or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims through consequential compensation whatsoever (and whether caused by the negligence of CLC's employees subcontractors or agents or otherwise) which arise out of or in connection with the supply of the Equipment except as expressly provided in these Conditions.

7.5 Any liability of CLC hereunder for any delay in performing or failure to perform any of CLC's obligations in relation to the provision of the Equipment shall be limited to the excess (if any) over the Hire Charges of the cost to the Customer in the cheapest available market for the supply of similar equipment to replace the Equipment.

7.6 Where the provision of the Equipment is to be supplied under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these conditions.

7.7 Nothing contained in this agreement is intended to or will limit CLC's liability in respect of death or personal injury caused by CLC's employees, subcontractors or agents.

8. TERMINATION

8.1 Without prejudice to any other right or remedy available to it CLC shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability on the part of CLC to the Customer and if the Equipment has been provided on hire to the Customer but not paid for then the Hire Charges and VAT shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that

a) the Customer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction)

b) a receiver is appointed in respect of any property or assets of the Customer

c) a Customer (not a consumer within the meaning of the Unfair Contract Terms Act 1977) ceases or threatens to cease to carry on business

d) the Customer is in material breach of any of the Conditions of this Contract

e) CLC reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly

9. FORCE MAJEURE

Save as otherwise provided herein neither party shall be liable for any default due to any act of God nor strike lock-out industrial action fire flood drought tempest or any other event beyond the reasonable control of either party.

10. GENERAL

10.1 Any reference in these conditions to any provisions of a statute shall be construed as reference to that provision as amended re-enacted or extended at the relevant time.

10.2 No waiver by CLC of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 No failure of CLC to exercise any power given to it or to exist upon the strict compliance by the Customer with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute any waiver of any of CLC's rights under this Contract.

10.4 The Contract shall be governed by the Laws of Scotland and subject to the jurisdiction of the Scottish Courts.

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