PAUL NOTON & GLENIS NOTON T/A CLASSICAL TOILET HIRE - TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS

1.1 **"Conditions"** means the standard terms and conditions set in this document and includes any special terms and conditions agreed in writing between CTH and the Customer

1.2 **"Contract"** means the contract concluded between CTH and the Customer for the hire of the Equipment

1.3 **"CTH"** means Paul W Noton and Glenis J Noton as Classic Hire Limited T/A Classical Toilet Hire whose registered address is at 64 High Street Belper Derbyshire DE56 1GF

1.4 **"Customer"** means the person or party who agrees to hire the Equipment

1.5 **"Equipment"** means the mobile toilets/showers (including 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 CTH excluding VAT (including any additional charges to be levied by CTH 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 CTH)

1.7 **"Period"** means the period of hire of the Equipment as set out in any quotation or otherwise confirmed in writing by CTH

1.8 **"Site"** means the place for the delivery of the Equipment as set out in any quotation or otherwise confirmed in writing by CTH

2. CONDITIONS APPLICABLE:

2.1 CTH 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 CTH and the Customer

2.3 Any representations made by CTH its employees agents or subcontractors concerning the provision of the Equipment shall not be incorporated into the Contract unless confirmed by CTH 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 invoice or other documentation or information issued by CTH shall be subject to correction without any liability on the part of CTH

2.5 Any quotation given by CTH may be withdrawn at any time and in any event shall be subject to availability of the Equipment

2.6 CTH shall be entitled to cancel the Contract where it deems necessary on giving the Customer 10 days notice in writing. In such event CTH shall refund to 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 CTH until signed by both the Customer and CTH's authorised representative.

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

Time Limits (i.e. the time prior to the date (s) specified for the hire of the Equipment	Cancellation fee (i.e. percentage of the hire charge less any transportation costs)
61 to 90 days	25% plus VAT
31 to 60 days	50% plus VAT
0 to 30 days	100% plus VAT

3.3 Save as otherwise provided no order which has been accepted by CTH may be cancelled by the Customer except with the agreement in writing of CTH and on the terms that the Customer shall at CTH's discretion indemnify CTH in full against all loss (including loss of profit and the costs of all labour and materials used) and damages charges and expenses incurred by CTH 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 and in particular (and without limitation) shall ensure that:

a) the location at the Site where the Equipment is to be situated shall be level with sufficient solid standing to bear the load of the Equipment and the weight of any motor vehicles used by CTH in delivering/collecting the Equipment

b) suitable access is available for the delivery and collection of the Equipment free from all obstructions (e.g. overhead obstructions trees hedges)

c) suitable arrangements are made at the Site to ensure that any buried pipes or other concealed services do not sustain damage as a result of the transport used erection/installation and/or dismantling/removal of the 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 in the event that additional time is required for delivery and collection arising 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 CTH shall be entitled to charge the Customer the additional rate of £20 per hour (or part thereof) plus VAT

4.3 The Customer acknowledges that CTH shall not be responsible for making good or repairing any damage to the Site howsoever caused.

4.4 The Customer shall comply with all instructions given by CTH 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 date agreed and that the Equipment is in the condition prevailing at the commencement of the Period (fair wear and tear and cleaning excepted)

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

5. **CUSTOMERS' INSURANCE -** The Customer shall be responsible for all claims actions 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 other third parties use of the Equipment. The Customer will indemnify CTH in respect of each and every claim and all actions proceedings costs claims and demands in respect thereof. The Customer agrees that it shall have public liability insurance providing a minimum limited indemnity of £2,000,000 in respect of the use of the Equipment. The Customer shall also have in place insurance for the full replacement value of the equipment hired on a new for old basis.

6. **HIRE CHARGES AND PAYMENT**

6.1 Subject to any special terms agreed in writing between CTH and the Customer CTH will be entitled to invoice the Customer for the Hire Charges and VAT at the rate prevailing on the date of CTH'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 CTH's invoice or (if specifically notified by CTH) within 28 days of the date of the invoice (the "Due Date")

6.3 Time of payment of the Hire Charges and VAT shall be of the essence of the Contract

6.4 If the Customer fails to make payment on the Due Date then without prejudice to any other right or remedy available to it CTH 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 unpaid at the rate of 4% per annum above Barclays Bank Plc base rate from time to time 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 CTH 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 approximate only.

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

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

7.4 CTH shall not be liable to the Customer by any reason of any representation 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 CTH'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 CTH hereunder for any delay in performing or failure to perform any of CTH'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 effected by these conditions

7.7 Notwithstanding clauses 7.3, 7.4 and 7.5 above nothing contained herein is intended to nor will limit CTH's liability in respect of death or personal injury caused by CTH's employees subcontractors or agents

8. **TERMINATION**

8.1 Without prejudice to any other right or remedy available to it CTH shall be entitled to cancel the Contract or suspend any further performance under the Contract without any liability on the part of CTH 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 purposes of amalgamation or reconstruction)

b) an encumbrancer takes possession or a receiver is appointed over any of the 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 breaches any of the Conditions

e) CTH 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 provision of a statute shall be construed as reference to that provision as amended re-enacted or extended at the relevant time

10.2 The headings in these Conditions are for convenience only and shall not effect their interpretation

10.3 No waiver by CTH 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

10.4 No failure of CTH 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 CTH's rights under this Contract

10.5 The Contract shall be governed by the Laws of England and subject to the jurisdiction of the English Courts

11. SMOKING

It is the policy of CTH that all our workplaces are smoke free and all employees have a right to work in a smoke free environment. Smoking is prohibited in all enclosed and substantially enclosed premises in the workplace & this includes Mobile Toilet Units. This condition applies to all employees,consultants,contractors,customers and the public. The Customer shall be responsible for all claims actions or costs for failure to comply with this clause & any damage to property caused by or arising from their or their agents employees subcontractors customers or other third parties use of the equipment. The Customer will indemnify CTH in respect of each and every claim and all actions proceedings and costs claims and demands in respect thereof.