Alide Hire Services
TERMS AND CONDITIONS

These terms and conditions apply to all hire, sale and supply of Hire Equipment, Goods, Weekly Toilet Service and/or Services by Alide Hire Services (**we, us, our** or **ours**). These Conditions are structured as follows:

Section 1	This section applies to all Customers and where applicable is subject to Section 2.
Section 2	This section applies to Customers who are Consumers only.

SECTION 1 – STANDARD CONDITIONS FOR HIRE, SALE AND SERVICES

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Conditions:

"Business Day"	a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business.
"Charges"	any charges payable by the Customer under the Contract including charges for our provision of the Hire Equipment, Goods, or Services, Transport Charges, charges for damage to or loss of Hire Equipment, and any other sums due to us pursuant to these Conditions.
"Collection"	the transfer of physical possession of the Hire Equipment and/or Goods from the Site to us.
"Conditions"	the terms and conditions set out in this document as amended from time to time in accordance with clause 20.8 (*Variation*).
"Consumer"	a Customer who is a natural person who, in entering into the Contract, is acting for purposes that are outside their business, trade or profession.
"Contract"	the contract made between us and the Customer for the hire of Hire Equipment, the provision of the Services and sale of the Goods as the case may be, in accordance with these Conditions and the Contract Details.
"Contract Details"	a document or documents or other confirmation provided by us (including but not limited to order confirmations, quotations, invoices and correspondence) setting out the key elements of the Contract including but not limited to the address of the Site, Delivery Date(s), details and descriptions of Hire Equipment, Goods and/or Services, as amended from time to time.
"Customer"	the company, firm, person, corporation, public authority or organisation who agrees to hire the Hire Equipment, purchase the Goods or accept the Services in accordance with these Conditions as set out in the Contract Details.
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in England and Wales including the retained EU law version of the General Data Protection Legislation *((EU) 2016/679)* (**UK GDPR**), the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
"Delivery"	the transfer of the physical possession of the Hire Equipment and/or Goods to the Customer at the Site.
"Delivery Date"	as set out in the Contract Details.
"Goods"	the goods sold by us to the Customer as set out in the Contract Details.
"Hire Equipment"	the equipment which we supply on hire in accordance with these Conditions and as set out in the Contract Details.
"Hire Period"	the length of time that we shall hire the Hire Equipment to the Customer from the date of Delivery to the Off-Hire Date, subject to the Minimum Hire Period.
"Holding Deposit"	any advance payment required by us to secure availability of an Order.
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Minimum Hire Period"	4 weeks from the date of Delivery unless otherwise agreed in the Contract Details.
"Normal Business Hours"	9.00am to 5.00pm on any Business Day.
"Off-Hire Date"	the date stated in the Off-Hire Notice that the Hire Equipment can be off-hired from.
"Off-Hire Notice"	a notice served by the Customer in writing or by telephone providing us with an Off-Hire Date, which may be immediately or at a date in the future.
"Order"	the Customer's order for Hire Equipment, Goods, Weekly Toilet Service and/or Services (which may be made in writing or by telephone).
"Security Deposit"	any advance payment required by us in relation to the hire of Hire Equipment which is to be held as security by us for default of Customer payment of any Charges, or any loss of or damage caused to the Hire Equipment.
"Service Period"	has the meaning set out in clause 8.2.2 (*Third Party Chemical Toilet Services*).
"Services"	any services identified in the Contract Details excluding any Weekly Toilet Service (if applicable).
"Site"	the location (as set out in the Contract Details or otherwise agreed in writing pursuant to these Conditions) where the Hire Equipment and/or Goods are delivered or serviced.
"Weekly Toilet Service"	a free, no obligation servicing of Hire Equipment comprising of portable chemical toilets each week, including emptying waste, refilling water and restocking consumables (such as toilet roll, hand towels, soap and hand sanitiser).
"Transport Charges"	the costs associated with transporting the Hire Equipment and/or Goods to and from the Site.

1.2 Clause and paragraph headings shall not affect the interpretation of these Conditions.

1.3 A reference to something being in writing or written includes email.

1.4 A reference to something being notified to us by writing or by telephone means notice to our registered office. Notice given to our employees on Site whether in writing or verbally shall be deemed ineffective.

1.5 In the event of any conflict between these Conditions and the Contract Details, the Contract Details shall take precedence.

1.6 Where we do not deliver the Hire Equipment and/or Goods and the Customer (or their agent) instead collects the Hire Equipment and/or Goods from us as specified in the Contract Details, references to Delivery shall be read as references to collection by the Customer where the context so permits.

2. BASIS OF SALE/HIRE

2.1 Any quotation given by us shall not constitute an offer and shall only be valid for the period expressed on the quotation provided. If no such period is stated, then a quotation shall only be valid for a period of 20 Business Days from its date of issue.

2.2 The Customer's Order constitutes an offer by the Customer to hire the Hire Equipment, purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted when we accept the Order, at which point and on which date the Contract shall come into existence. Please note that such acceptance is made subject to the Hire Equipment or Goods set out in an Order being made available for hire or purchase and subject to our capacity to provide the Services.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing (unless such term is included and set out in the Contract Details).

2.5 From time to time the Customer may require additional Goods, Hire Equipment and/or Services. The Customer may request such additional Goods, Hire Equipment and/or Services from us by submitting an order in accordance with this clause 2. Where a request for additional Goods, Hire Equipment and/or Services is accepted by us, the provision of such Goods, Hire Equipment and/or Services will be provided subject to these Conditions.

3. DELIVERY AND COLLECTION

3.1 Unless otherwise agreed in writing by us, Delivery and Collection shall be made by us but our obligation to perform Delivery or Collection is at all times conditional upon the Customer's obligations in clause 4 (*Access to Site*).

3.2 Delivery and Collection is completed on the respective completion of the unloading or loading of the Hire Equipment and/or Goods at the Site. Risk in the Hire Equipment and/or Goods shall transfer in accordance with clause 12 (*Risk and Damage*).

3.3 The Customer shall procure that a duly authorised representative of the Customer (or the end user of the Hire Equipment) shall be present at the Site for Delivery. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Hire Equipment and/or Goods and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. We accept no liability for the placement of the Hire Equipment and/or Goods in accordance with the instructions of the representative.

3.4 If the Customer has no authorised representative present at the Site for Delivery in accordance with clause 3.3, we shall leave the Hire Equipment and/or Goods at the Site and the Hire Equipment and/or Goods shall be deemed accepted by the Customer on the date of Delivery. We accept no liability for the placement of the Hire Equipment and/or Goods in accordance with this clause. Should the Customer request that, following Delivery in accordance with this clause, we move the Hire Equipment and/or Goods to a different location on the Site or to a different Site, we may do so at our discretion but reserve the right to charge additional Transport Charges.

3.5 We shall use reasonable endeavours to effect Delivery by the Delivery Date. However, any Delivery Dates quoted for Delivery are approximate only, and the time of Delivery is not of the essence.

3.6 We shall use reasonable endeavours to effect Collection within 5 Business Days of the Off-Hire Date (or, in the case of Goods, within 5 Business Days of request). However, this time frame is an approximate only, and the time of Collection is not of the essence.

3.7 If, before Delivery, the Customer seeks to amend the Delivery Date or materially amend the location of the Site, we reserve the right (at our absolute discretion) to treat the Contract as terminated in accordance with clause 17.1 (*Termination*). The Customer may then submit a new Order with the amended Delivery Date/Site in accordance with clause 2 (*Basis of Sale/Hire*).

3.8 We may deliver the Hire Equipment and/or Goods by separate instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment, or to terminate the Contract.

3.9 If applicable, connection and disconnection of utility services for use with the Hire Equipment and/or Goods on Site and the suitability of these utility services are the responsibility of the Customer. The Customer shall ensure that any such connection and disconnection is carried out by appropriately qualified persons.

3.10 If we arrive at the Site to effect Delivery and believe the ground to be unsuitable for doing so, the Customer shall supply and construct temporary foundations in a suitable position for loading and unloading and for the Hire Equipment and/or Goods to rest on. The costs of any lifting or special operators required for the siting of the Hire Equipment and/or Goods shall be borne by the Customer.

3.11 Following Delivery and for the duration of the Hire Period, the Customer shall appropriately secure all Hire Equipment so that it cannot be removed or fall over, subject to an event of the type listed in clause 19 (*Force Majeure*).

3.12 We shall not be liable to the Customer for:

3.12.1 any delays in availability or Delivery (whether or not in circumstances where we have accepted responsibility for Delivery) of Hire Equipment and/or Goods caused by matters beyond our control as set out in clause 19 (*Force Majeure*); or

3.12.2 any delays in availability or Delivery which are due to the Customer's acts or omissions, including the Customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Hire Equipment and/or Goods.

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4. ACCESS TO SITE

4.1 The Customer shall be responsible for ensuring that there will be open, free, unrestricted, appropriate, and safe access to the Site (and any Hire Equipment or third-party equipment therein) for performance of Delivery, Collection, the Services and/or the Weekly Toilet Service, or for any other reason for which we attend the Site including pursuant to clause 4.5. The Customer shall ensure at all times that the Site is compliant with all applicable health and safety requirements.

4.2 If the Customer breaches clause 4.1:

4.2.1 the Customer is solely liable for any damage or loss caused to the Hire Equipment, and/or Goods and any third party's property as a result of the breach;

4.2.2 the Customer will still be liable to pay the Charges regardless of whether the Delivery, Collection, Services or Weekly Toilet Service was performed;

4.2.3 the Customer shall be liable to pay an additional amount for any further time or attendance to the Site, including any additional Charges arising from any re-attempt by us (at our discretion) to: carry out Delivery or Collection of the Hire Equipment and/or Goods; provide the Services; and/or provide the Weekly Toilet Service; and

4.2.4 in the case of a Collection arranged following the receipt of an Off-Hire Notice, the Off-Hire Notice shall be deemed ineffective and the Hire Equipment shall be placed back on hire. Charges will continue to accrue uninterrupted as though the Off-Hire Notice had not been served, until a new Off-Hire Notice is served in accordance with these Conditions.

4.3 The Customer shall be solely responsible for any instruction, guidance and/or advice given to our employees or agents and for any damage which occurs as a result of us following the Customer's instructions, guidance and/or advice. We shall not be liable to the Customer or any third party for any damage caused to any property on Site whilst acting under the instruction of the Customer or the Customer's agents or where Delivery is made without instruction in accordance with clause 3.4 (*Delivery*).

4.4 The Customer will be liable to us for parking fines and penalties (whether arising by contract of statute) and any associated costs and expenses that we incur under the Contract by reason of the Site or location of the Hire Equipment, including but without limitation, where we are required to stop in a 'no parking zone'.

4.5 The Customer authorises us to enter any land or premises where we reasonably believe any Hire Equipment to be, on reasonable notice, in order to make any necessary inspection, test, repair, service, replacement or repossession of it under these Conditions. The Customer shall make the Hire Equipment available to us during reasonable working hours, for these purposes.

4.6 It is the Customer's responsibility to contact us if weather conditions have affected the Site. We will not contact the Customer unless we are unable to attend the Site for any reason, including, but not limited to, adverse weather conditions.

5. QUALITY OF HIRE EQUIPMENT AND GOODS

5.1 Where the Hire Equipment consists of portable toilets on long term hire, they are offered in accordance with BS6465 which recommends a ratio of 1 portable toilet to 7 persons. We do not accept liability or claims under the Contract, nor are we obliged to provide the Weekly Toilet Service or the Services, where the Customer does not comply with this ratio.

5.2 Notwithstanding clause 5.1, the Customer acknowledges that we are not an events management company and that if we advise the Customer as to the quantity of Hire Equipment and/or Goods and/or Services necessary for an event run by the Customer for which the Hire Equipment, Goods and/or Services are being provided, such advice is given in good faith, without assumption of liability, and providing such advice shall not form part any of the Services provided under the Contract.

5.3 Save for when we have agreed to provide hot water facilities as part of the Hire Equipment, we will provide cold water facilities only. The Customer should ensure that the Hire Equipment is installed in a position on the Site where hot/warm water is available. We shall not be liable to the Customer for any loss or damage arising from situations in which only cold water facilities are provided and the Customer has not, for any reason whatsoever, complied with its responsibilities in relation to hot/warm water.

5.4 We warrant that on Delivery (unless otherwise specified in the Order) the Hire Equipment and/or Goods shall:

5.4.1 conform in all material respects with their description. However:

(a) we reserve the right to provide Hire Equipment and/or Goods that are similar or comparable to that ordered by the Customer;

(b) all samples, drawings, descriptive matter, specifications or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures or on our website are produced for the sole purpose of giving an approximate idea of the Hire Equipment and/or Goods referred to in them. They shall not form part of the Contract nor have any contractual force; and

(c) our employees or agents are not authorised to make any representations concerning the Hire Equipment, Goods, and/or Services unless confirmed in writing and any advice or recommendation given by us to the Customer as to the storage, application or use of Hire Equipment, Goods, or Services which is not confirmed in writing is followed or acted upon entirely at the Customer's own risk;

5.4.2 be free from material defects in design, material and workmanship;

5.4.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

5.4.4 be fit for any purpose held out by us. However, we shall only take responsibility for the fitness of the Hire Equipment and/or Goods for the Customer's requirements if the Customer supplies us with full and correct information and we have accepted this, and if the Customer complies with our written recommendations.

5.5 For defects that are not apparent on inspection at the time of Delivery (and subject always to clause 5.6), if:

5.5.1 the Customer gives notice in writing to us within 7 days of discovery that some or all of the Hire Equipment and/or Goods do not comply with the warranties set out in clause 5.1;

5.5.2 we are given a reasonable opportunity to examine such Hire Equipment and/or Goods; and

5.5.3 the Customer (if asked to do so by us) returns such Hire Equipment and/or Goods to us at the Customer's cost;

we shall, at our sole option, repair or replace the defective Hire Equipment and/or Goods as soon as is reasonably practical.

5.6 We shall not be liable for the Hire Equipment's and/or Goods' failure to comply with the warranty set out in clause 5.4 if:

5.6.1 the Customer makes any further use of such Hire Equipment and/or Goods after such defect has become apparent or been suspected or should reasonably have become apparent to or been suspected by the Customer;

5.6.2 the defect arises because the Customer failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Hire Equipment and/or Goods or (if there are none) good trade practice regarding the same;

5.6.3 the Customer alters or repairs such Hire Equipment and/or Goods without our written consent;

5.6.4 any Charges remain unpaid;

5.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

5.6.6 the Hire Equipment and/or Goods differ from their description as set out in the Order as a result of changes made to ensure they comply with applicable statutory or regulatory standards in accordance with clause 10 (*Local Laws and Regulations*).

5.7 If we repair or replace the Hire Equipment and/or Goods in accordance with clause 5.5, this shall not renew or extend the warranties under clause 5.4 unless otherwise agreed in writing, and these Conditions shall apply to any repaired or replacement Hire Equipment and/or Goods supplied by us.

5.8 If, upon repair or replacement of the Hire Equipment and/or Goods in accordance with clause 5.5, we discover that one of the exceptions in clause 5.6 applies, then we reserve the right to retrospectively charge the Customer for the costs of repairs carried out or a replacement being provided.

5.9 Except as provided in this clause 5, we shall have no liability to the Customer in respect of the Hire Equipment's and/or Goods' failure to comply with the warranties set out in clause 5.4.

6. HIRE PERIOD

6.1 The Hire Equipment shall remain on hire for the Hire Period.

6.2 The Hire Period in relation to Consumers, sole traders, partnerships with three or fewer partners and unincorporated associations shall not be for a period in excess of 3 months and the Hire Equipment must be returned to us before the Hire Period expires unless otherwise set out in the Contract Details.

6.3 Subject to clause 9.2 (*Changes to the Site during the Hire Period or Service Period*), the Customer may at any point during the Hire Period serve an Off-Hire Notice, following which we will arrange Collection in accordance with clause 3 (*Delivery and Collection*), provided that the Hire Equipment must be available and accessible for Collection from the Off-Hire Date in order for the Off-Hire Notice to be effective. The Customer shall not use or allow the Hire Equipment to be used after the Off-Hire Date (and we will be entitled to charge additional Charges for any reasonable expenditure we incur resulting from such unauthorised use).

7. WEEKLY TOILET SERVICE

7.1 In circumstances where the Hire Equipment consists of portable chemical toilets and the Charges for the hire of the Hire Equipment accrues on a week-by-week basis, we shall use reasonable endeavours to attend the Site each week during the Hire Period to provide the Weekly Toilet Service for each portable toilet.

7.2 The Weekly Toilet Service is a free, no-obligation service and the provision of the Weekly Toilet Service shall not be of the essence of the Contract. We accept no liability for any failure to provide the Weekly Toilet Service and no reduction in Charges due for the hire of Hire Equipment will be offered for any such failure. In particular, the Weekly Toilet Service may not be provided in weeks which contain a bank or statutory holiday.

7.3 The Customer may ask us to suspend the provision of the Weekly Toilet Service at any time during the Hire Period by written instruction or telephone.

7.4 The Weekly Toilet Service may be explicitly excluded at the point of Order and in these circumstances, we reserve the right to charge additional Charges for providing Services equivalent in nature to the Weekly Toilet Service.

7.5 The Weekly Toilet Service may not be provided if:

7.5.1 we reasonably believe that the Customer has been misusing the Hire Equipment; or

7.5.2 the Hire Equipment has been tipped over or is otherwise in an unusable condition.

7.6 The Weekly Toilet Service may be provided at any time between 07:30 and 17:00 on a Business Day, and is always subject to the Customer's obligations in clause 4 (*Access to Site*) and clause 10 (*Local Laws and Regulations*). We may, at our discretion, agree to provide the Weekly Toilet Service outside of these hours but additional Charges will be payable.

7.7 The Customer shall be responsible for any waste that enters any holding tanks and ownership of any waste will pass to us on collection of that waste.

7.8 We will only remove pumpable non-inert waste that is classified under the European Waste Catalogue Code 16 10 02. If any waste other than non-inert waste is deposited into the tank, then we shall only remove such waste after we determined the nature of the waste and confirmed our willingness to remove the waste. Further Charges may apply if we agree to remove the waste.

7.9 Once we have collected the waste, we will issue the Customer with a waste transfer note for the Customer to check and sign to indicate that the Customer agrees that we have emptied the waste tank(s) in so far as possible. If the Customer has not ensured a representative of the Customer (or the end user of the Hire Equipment) is present when we collect such waste, the waste transfer notice shall be deemed to have been accepted by the Customer.

8. SUPPLY OF SERVICES

8.1 The terms set out in clauses 7.6 to 7.9 will also apply to the Services set out in this clause 8 (*Supply of Services*) (with reference to the Weekly Toilet Service replaced with reference to 'Services').

8.2 We will provide the Services specified in the Contract Details, which could include:

8.2.1 **Other Toilet Emptying Services.** These are Services whereby we provide the services equivalent in nature to the Weekly Toilet Service but where Charges apply, as agreed with the Customer in the Contract Details.

8.2.2 **Third-Party Chemical Toilet Services.** These are Services whereby we provide services equivalent in nature to the Weekly Toilet Service but in relation to third-party equipment and for which Charges apply. If we are to provide these Services under the Contract, the following additional provisions will apply and shall take precedence over the provisions of clause 7 (*Weekly Toilet Service*) in the event of any conflict:

(a) we will attend the Site to carry out the Services each week from the date agreed in the Contract Details until the Customer instructs us to cease doing so by written notice or by telephone (the **Service Period**).

8.2.3 **Tanker Services.** These are Services whereby we remove effluent or septic waste from waste holding tank(s) and supply non-drinking water to fresh water flushing welfare units. If we are to provide these Services under the Contract, the following additional provisions will apply and shall take precedence over the provisions of clause 7 (*Weekly Toilet Service*) in the event of any conflict:

(a) We will only remove waste that is non-hazardous wet waste that is classified under the European Waste Catalogue Code 16 10 02 or 20 03 04.

(b) Any cess or sewerage waste that we agree to collect must be pumpable and non-hazardous, and it is the Customer's responsibility to ensure that this is the case. Hazardous waste (other than sewage) is to be sampled prior to collection by us. Charges for the sampling of hazardous waste shall be borne by the Customer.

(c) If the Customer fails to comply with clauses 8.2.3(a) to 8.2.3(b) above, we may notify the Environment Agency, water authorities or other regulatory bodies accordingly.

(d) Charges shall be levied per tank emptied, based on 1,000 gallons of waste being removed, regardless of whether the actual amount of waste removed is less. If waste is removed from a single tank in excess of 1,000 gallons then Charges will be based on the amount of waste, rounded up to the nearest thousand.

(e) Upon performing a final empty of a tank at the Site, the Customer shall ensure

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that a representative of the Customer (or the end user of the tank) is present at the final empty to confirm that the tank has been emptied in so far as possible, having regard to accessibility and emptying points. The Customer's (or end user's) signature on our documentation shall be conclusive evidence of such confirmation. If such representative is not present, the Service shall be deemed accepted by the Customer. We accept no liability for any residual waste left in the tank after performing the Service. The Customer acknowledges that the equipment should not be used after the final empty has been performed. Further Charges will be levied if the Customer requests that we re-visit the Site to perform a further Service.

8.3 In relation to all Services:

8.3.1 we warrant to the Customer that the Services will be provided using reasonable care and skill;

8.3.2 we reserve the right to amend the Services to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services;

8.3.3 we shall use all reasonable endeavours to meet any performance dates specified in the Contract Details, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services; and

8.3.4 if, before performance of a Service, the Customer seeks to amend the requested date of performance or materially amend the location of the Site, we reserve the right (at our absolute discretion) to treat the Contract as terminated in accordance with clause 17.1 (*Termination*). The Customer may then submit a new Order in accordance with clause 2 (*Basis of Sale/Hire*).

9. CHANGES TO THE SITE DURING THE HIRE PERIOD OR SERVICE PERIOD

9.1 For the purposes of this clause 9 the Customer authorises us, if applicable, to take requests for changes to the location of the Site from the end-user of the relevant equipment, as though the request had been made by the Customer directly.

9.2 Hire Equipment may be moved from the Site by the Customer to another location within the United Kingdom during the Hire Period, subject to our prior written approval.

9.3 Where such approval has not been given by us, we shall not provide the Weekly Toilet Service or any other Services related to the Hire Equipment, nor will we accept an Off-Hire Notice, until the Customer has notified us in writing of the new location of the Hire Equipment and we have agreed to the relocation. The Customer shall remain liable to pay any applicable Charges relating to any hire of the Hire Equipment.

9.4 We may not be able to attend the new Site to provide the next scheduled Service or Weekly Toilet Service until the following week.

9.5 Where the Service is Third-Party Chemical Toilet Services, the Customer may notify us of changes to the Site during the Service Period to another address in the United Kingdom, subject to our written approval.

9.5.1 Where such approval has not been given, we may terminate the Contract in accordance with clause 17 (*Termination*).

9.5.2 Where the notification is received on a day on which the Services were due to be performed, we reserve the right to charge the Customer for the planned visit to the old Site to carry out the Services, notwithstanding our physical attendance to Site.

9.5.3 We may not be able to attend the new Site to provide the next scheduled Service until the following week.

10. LOCAL LAWS AND REGULATIONS

10.1 We shall ensure that the Hire Equipment, Goods, Services and/or Weekly Toilet Service comply with any applicable laws and regulations in the UK and that any necessary testing is carried out before Delivery. If required by us, the Customer shall provide us with such applicable laws, regulations and rules in writing.

10.2 We shall carry out additional work necessary to comply with such applicable laws, regulations and rules referred to in clause 10.1 above occurring between the quotation and Delivery. The Customer shall bear the costs of us making such changes.

10.3 The Customer shall:

10.3.1 co-operate with us in all matters relating to the Hire Equipment, Goods, Services and/or Weekly Toilet Service;

10.3.2 comply with all applicable laws, including health and safety laws;

10.3.3 ensure that any checks, testing (including, but not limited to, PAT testing) and examinations of the Hire Equipment required by employment and health and safety legislation and/or any operating instructions we provide are carried out after Delivery, and be responsible for any liability incurred by us as a result of the Customer's failure to perform such checks and testing after Delivery;

10.3.4 ensure that all persons using the Hire Equipment or any equipment for which we have delivered water as part of a Service are fully aware that the water we have provided is non-drinking water;

10.3.5 ensure that users of the Hire Equipment who are young, elderly and/or mentally or physically impaired (whether temporarily through use of substances or permanently) are sufficiently supervised; and

10.3.6 ensure that all contamination (including but without limitation, needles, sharps and other waste products) is removed from the Hire Equipment before it is returned, collected or serviced by us. In the event that the Customer fails to comply with this provision, the Customer will continue to pay us the Charges until such time as the contamination is removed and the Hire Equipment is returned to us in a clean state.

11. TITLE

11.1 The Hire Equipment shall at all times remain our property, and the Customer shall have no right, title or interest in the Hire Equipment. Unless otherwise agreed in writing, the Customer shall not sell, sub-hire, abandon or otherwise dispose of the Hire Equipment.

11.2 Legal and beneficial ownership of the Goods will not pass to the Customer until we have received in full, cleared funds: or

11.2.1 all Charges due in respect of the Goods;

11.2.2 all other sums which are or which become due to us from the Customer on any account whatsoever;

in which case ownership of the Goods will pass at the time of payment of all such sums.

11.3 In relation to the Hire Equipment for the Hire Period, and until title passes in relation to any Goods, the Customer shall:

11.3.1 store the Hire Equipment and/or Goods from all other goods or equipment of the Customer in such a way that they remain readily identifiable as our property;

11.3.2 not destroy, deface, obscure or remove any identifying mark or signage relating to the Hire Equipment and/or Goods; and

11.3.3 maintain the Hire Equipment and/or Goods in a satisfactory condition and ensure Hire Equipment is properly maintained in accordance with any instructions given by us or statutory regulations.

12. RISK AND DAMAGE

12.1 Risk of damage or loss of the Hire Equipment and/or Goods will pass immediately to the Customer when they leave our physical control or possession.

12.2 Risk in the Hire Equipment shall remain with the Customer until the Hire Equipment is back in our physical possession and we have notified the Customer that there are no outstanding issues, notwithstanding that this date may be later than the Off-Hire Date. This clause shall apply even if the Contract is terminated or expired in accordance with clause 17 (*Termination*).

12.3 The Customer shall:

12.3.1 take out insurance with a reputable and regulated insurance company in respect of the Hire Equipment against all risks at a full, new for old replacement value by the Customer and our interest shall be noted on the policy. If there is a payment as a result of a claim under such policy then the payment is to be made to us and will be held by the Customer in a separate bank account on trust for us until this occurs. The Customer shall not do or omit to do anything which the Customer has been notified will or may be deemed to invalidate any policy of insurance related to the Hire Equipment;

12.3.2 take all reasonable, adequate and proper measures to protect the Hire Equipment from theft, vandalism and any other loss or damage including, but not limited to, damage caused by adverse weather conditions such as heavy wind and frost;

12.3.3 ensure that the Hire Equipment is returned to us in the same condition it was when it was delivered to the Customer or collected by the Customer (except for fair wear and tear) and the Customer acknowledges that it is responsible for any costs incurred in cleaning, repairing or replacing (on a new-for-old basis) the Hire Equipment (including any lost hire fees, revenue or costs of obtaining alternative equipment) if the Hire Equipment is not returned in compliance with this clause;

12.3.4 not attempt to make any repairs to any Hire Equipment that fails to work satisfactorily (unless we have agreed this in writing);

12.3.5 not sublet or part with possession or allow a charge to be put over the Hire Equipment; and

12.3.6 not permit the Hire Equipment to be confiscated, seized or taken out of the Customer's possession or control under any distress, execution or other legal process. If the Hire Equipment is so confiscated, seized or taken, the Customer shall notify us and use its best endeavours to procure the immediate release of the Hire Equipment.

13. CHARGES

13.1 The Charges shall be the price set out in the Contract Details or as otherwise agreed in writing with us.

13.2 All Charges are exclusive of amounts in respect of value added tax chargeable from time to time.

13.3 In relation to Hire Equipment:

13.3.1 subject to clause 13.4, Charges for the hire of Hire Equipment commences from the date of Delivery and accrues in advance, in 1-week blocks on each 7-day anniversary of that date until the Off Hire Date;

13.3.2 Charges shall continue to accrue notwithstanding the provision of any Weekly Toilet Service;

13.3.3 no refund or credit will be offered if the Off-Hire Date does not coincide with the end of a particular weekly block for which Charges have accrued;

13.3.4 Charges for the hire of Hire Equipment cannot be suspended by the Customer at any time (notwithstanding any suspension of the Weekly Toilet Service in accordance with clause 7.3). No suspensions or reductions in the Charges are offered during any industry closure (including over the Christmas period or any other bank holidays); and

13.3.5 if the Customer fails to make any payments of the Charges, or causes any loss or damage to the Hire Equipment (in whole or in part), we shall, at our absolute discretion, be entitled to apply the Security Deposit against such default, loss or damage. The Security Deposit (or balance thereof) shall be refundable within five (5) Business Days of the end of the Hire Period, if and to the extent that it has not been applied against any default, loss or damage as set out in this clause.

13.4 If the Off-Hire Date occurs within the Minimum Hire Period, then Charges for the hire of Hire Equipment will accrue up until the end of the Minimum Hire Period, notwithstanding that Collection may be arranged before the end of the Minimum Hire Period in accordance with clause 3.6.

13.5 Where a Customer holds a credit account with us:

13.5.1 the amount of the Charges shall be added to the Customer's credit account when an Order is accepted;

13.5.2 the Customer shall be invoiced for the Charges on a monthly basis;

13.5.3 Charges must be paid to us in accordance with the terms of the account held (unless otherwise agreed this will be 30 days from the date of the relevant invoice) and time for payment of the Charges shall be of the essence of the Contract;

13.5.4 unless otherwise agreed in writing, the Customer shall pay each invoice by debit or credit card, direct payment to a bank account nominated in writing by us or cheque and time for payment of the Charges shall be of the essence of the Contract; and

13.5.5 credit facilities may be withdrawn at any time by written notice to the Customer and if a Customer defaults on payment of any Charges on their account (whether under this Contract or another) then credit facilities shall be deemed to be automatically withdrawn without further action. If credit facilities are withdrawn under this clause then all Charges shall become immediately due and payable. We shall not be obliged to make further deliveries until the balance of the Customer's credit account is returned to a level within any credit level. The provisions of clause 13.6 apply for any further Charges which accrue under the Contract.

13.6 Where a Customer does not have a credit account with us:

13.6.1 payment will be taken for the Holding Deposit, Security Deposit and the Charges (which in the case of the hire of Hire Equipment shall be calculated to the end of the Minimum Hire Period) when the Customer places an Order;

13.6.2 if the Hire Period extends beyond the Minimum Hire Period then a further payment will be taken for further Charges at that point. If payment pursuant to clause 13.6.1 was made by credit or debit card, the Customer authorises us to use those same credit or debit card details to process payment for Charges pursuant to this clause 13.6.3 on a recurring basis; and

13.6.3 we shall not be liable to perform any obligations under the Contract unless and until payment is received in accordance with this clause 13 (*Charges*).

13.7 If we hold credit or debit card details for the Customer and the Customer authorises us to use those same credit or debit card details to process payment for any Charges due under the Contract, including those relating to repair or replacement costs in accordance with clause 12.3.3.

13.8 If a Customer pays a Holding Deposit, then such Holding Deposit shall be retained by us and deducted from the Charges when they fall due in accordance with this clause 13 (*Charges*). If a Customer cancels an Order after paying a Holding Deposit, we reserve the right to retain the Holding Deposit without prejudice to any other rights and remedies available to us to recover the balance of the Charges in accordance with clause 17.1 (*Termination*).

13.9 We reserve the right to increase the Charges by giving notice to the Customer at any time provided that in the case of the hire of Hire Equipment we shall give the Customer 14 (fourteen) days' written notice and any such price increase shall not take effect until after the Minimum Hire Period.

13.10 The Customer shall pay all sums due to us without any set-off, deduction, counterclaim and/or any other withholding of money (other than any deduction or withholding of tax as required by law).

13.11 No payment shall be deemed to have been received until we have received full and cleared funds.

13.12 All invoices will be deemed to be accepted by the Customer unless the Customer

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notifies us in writing within 21 days of the date of the invoice, setting out the amount the Customer disputes and the reason for the dispute. In the event the Customer adequately notifies us that they intend to dispute part of an invoice, the Customer agrees to pay the undisputed part of the invoice within the agreed payment terms and to co-operate with us in order to resolve the dispute promptly. Once the dispute is resolved, the Customer agrees to pay any outstanding sums relevant to the invoice within the agreed payment terms.

13.13 If the Customer fails to make a payment due to us under the Contract by the relevant due date, then without prejudice to any other rights we have, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment together with the overdue amount. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

13.14 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by the Customer or if the Customer fails to pay the Charges, without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of any Services and/or the Weekly Toilet Service and/or Delivery or Collection. We shall not accept any liability for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from us exercising our right to withhold Hire Equipment and/or Services and/or Weekly Toilet Service under any provision of these Conditions.

13.15 If the Delivery, Collection or Services are delayed, postponed and/or cancelled due to the Customer failing to comply with its obligations under these Conditions, the Customer shall be liable to pay the relevant Charges, plus any additional standard charges from time to time for such delay, postponement and/or cancellation (except where the Customer is a Consumer and the delay is due to a Force Majeure Event as set out in clause 19 (*Force Majeure*).

13.16 Nothing in this clause 13 shall operate to affect our rights to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach by the Customer prior to the repossession of the Hire Equipment and/or Goods.

14. CONFIDENTIALITY

14.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of us, except as permitted under clause 14.2.

14.2 Each party may disclose the other party's confidential information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.

14.3 Each party may disclose the other party's confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.4 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. LIMITATION OF LIABILITY

15.1 Save as set out in these Conditions, all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

15.2 We do not limit or exclude our liability for death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; or any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.3 We are not responsible for the cost of repairing any pre-existing faults or damage to the Customer's property that we discover at the Site.

15.4 We will not have any liability to the Customer for any: loss of profit; consequential losses; damage to goodwill; economic and/or other similar losses; special damages and indirect losses; business interruption, loss of business and/or opportunity; environmental issues caused by overflowing tanks; and/or delay in availability or Delivery.

15.5 Subject to clauses 15.1 and 15.4, our total liability to the Customer (whether for breach of contract, liability in tort including our negligence) or breach of statutory duty (including any liability for the acts or omissions of our employees, agents and subcontractors) under and/or arising in relation to any Contract in relation to all claims in aggregate shall not exceed 5 times the amount of the Charges due under the Contract or the sum of £1,000 whichever is the higher.

16. INDEMNITY

16.1 The Customer shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:

16.1.1 any breach of the Customer's obligations under the Contract,

16.1.2 any negligent performance or non-performance of these Conditions by the Customer;

16.1.3 the enforcement of these Conditions;

16.1.4 any claim made against us by a third party, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of these Conditions by the Customer, the Customers employees, agents or subcontractors;

16.1.5 any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with defective or unmaintained Hire Equipment, to the extent that the defect in or lack of maintenance in respect of the Hire Equipment is attributable to the acts or omissions of the Customer, the Customer's employees, agents or subcontractors.

16.2 This indemnity shall not cover us to the extent that a claim under it results from our negligence, our wilful misconduct or our fraud.

16.3 If a payment due from the Customer under this clause 16 is subject to tax (whether by way of direct assessment or withholding at its source), we shall be entitled to receive from the Customer such amounts as shall ensure that the net receipt, after tax, to us in respect of the payment is the same as it would have been where the payment not subject to tax.

17. TERMINATION

17.1 Once we have accepted an Order, the Contract shall be legally binding and the Customer can only cancel with our written consent. If we agree to a cancellation, the Customer shall be liable for the Charges outlined in the Contract Details (which, in the case of the hire of any Hire Equipment, includes the Charges calculated to the end of the Minimum Hire Period plus any Transport Charges).

17.2 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to the Customer if:

17.2.1 the Customer fails to pay an amount due under the Contract on the due date for payment or commits a material breach of its obligations under the Contract which is irremediable;

17.2.2 the Customer defaults on, or otherwise materially breaches any other contract entered into with us;

17.2.3 the Customer provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract;

17.2.4 the Customer makes a request to change the location of the Site in accordance with clause 9 (*Changes to the Site During the Hire Period or Service Period*) which is not approved;

17.2.5 the Customer suffers, or we reasonably believe that the Customer may suffer, an event of distress or default which may include (but is not limited to) the Customer:

(a) suspending, or threatening to suspend, payment of its debts or being unable to pay its debts as they fall due or admitting inability to pay its debts or (being a company or limited liability partnership) being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) or (being a partnership) having any partner to whom any of the foregoing apply;

(b) entering negotiations with all or any class of its creditors with a view to rescheduling or compromising any of its debts;

(c) applying to court for, or obtaining, a moratorium under Part A1 of the IA 1986;

(d) being subject to or at real risk of a petition, notice, application, resolution or order for the winding up of the Customer, or appointment of an administrator or receiver over the Customer or any of its assets;

(e) the Customer (being an individual) has a bankruptcy order made against it;

(f) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause;

(g) the Customer's financial position deteriorates so far as to reasonably justify the opinion of us that its ability to give effect to the terms of the Contract is in jeopardy; or

(h) the Customer (being a company) suspends or ceases, or threatens to suspend or cease, carrying out all or a substantial part of its business.

18. CONSEQUENCES OF TERMINATION

18.1 On expiry or termination of the Contract, however caused:

18.1.1 Our consent to the Customer's possession of the Hire Equipment (and Goods to which title has not passed pursuant to clause 11 (*Title*)) shall terminate and we may:

(a) enter the Site (or any other premises which we believe the Hire Equipment to be at) without notice and collect the Hire Equipment and/or repossess the Goods and recover from the Customer any additional costs in recovering the Hire Equipment and/or Goods; or

(b) charge the Customer an amount equal to the replacement value of the Hire Equipment or Goods on a new-for-old basis if such Hire Equipment is not returned or in a good condition.

The Customer's obligations under clause 4 (*Access to Site*) and clause 12 (*Risk and Damage*) shall survive termination of the Contract until Collection has been completed.

18.1.2 Without prejudice to any other rights or remedies of the Customer, the Customer shall pay to us on demand:

(a) all Charges and other sums due but unpaid at the date of such demand, including Charges for the hire of any Hire Equipment calculated up to the date that we regain physical possession of the Hire, together with any interest accrued pursuant to clause 13.12 (*Charges*);

(b) any reasonable costs and expense incurred by us in recovering Hire Equipment and/or Goods in accordance with clause 18.1.1, including any costs incurred as a result of the Customer's breach of clause 4 (*Access to Site*); and

(c) any reasonable costs and expense incurred by us in collecting any sums due under the Contract (including any professional, administrative storage, insurance, repair, Transport Charges, legal and remarketing costs).

18.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

18.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

19. FORCE MAJEURE

19.1 Neither party will be liable to the other for breach of these Conditions caused by circumstances beyond the reasonable control of the other party, including, but without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic (including COVID-19), lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials (a **Force Majeure Event**).

20. GENERAL

20.1 All Intellectual Property Rights in or arising out of, or in connection with the Hire Equipment, Goods, Services and/or Weekly Toilet Service (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by us.

20.2 We will only collect/use/process any personal data of the Customer in accordance with our privacy policy.

20.3 Any failure or delay by us to enforce any of the Conditions shall not be a waiver of them.

20.4 We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without our prior written consent.

20.5 Any notice or other communication given to a party under or in connection with the Contract shall be in writing. Any notice or communication shall be deemed to have been received:

20.5.1 if delivered by hand, at the time the notice is left at the proper address of the recipient;

20.5.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or

20.5.3 if sent by email, at the time of transmission, or, if the time falls outside Normal Business Hours in the place of receipt, when business hours resume;

except for when such notice relates to any service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the

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Contract is deemed deleted under this clause 20.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

20.7 A person who is not party to this Contract shall not have any rights under or in connection with it under the Contracts (Rights of Third Parties) Act 1999. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

20.8 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

20.9 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SECTION 2 – TERMS THAT APPLY TO CUSTOMERS WHO ARE CONSUMERS ONLY

1. TERMS APPLICABLE TO CONSUMERS

1.1 If the Customer is a Consumer, we only supply the Hire Equipment, Weekly Toilet Service, Goods and/or Services for domestic and private use. The Customer agrees not to use the Hire Equipment, Weekly Toilet Service, Goods and/or Services for any commercial, business or re-sale purpose, and we have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

1.2 Nothing in the Contract shall exclude or limit any of the Customer's statutory rights which may not be excluded or limited due to the Customer acting as a Consumer.

1.3 If the Customer intends to enter into a contract with us as a Consumer, the following provisions of Part 1 may, subject to determination by the Courts or any applicable legislation, have no force or effect:

1.3.1 clauses 13.9, 13.10 and 13.13 (*Charges*);
1.3.2 clauses 3.3, 3.4, and 3.9 (*Delivery*);
1.3.3 clauses 5.5 and 5.6 (*Quality of Hire Equipment and Goods*);
1.3.4 clauses 15.1, 15.3, 15.4 and 15.5 (*Limitation of Liability*);
1.3.5 clause 16 (*Indemnity*);
1.3.6 clause 17.1 (*Termination*);
1.3.7 clauses 18.2 (*Consequences of Termination*); and
1.3.8 clauses 20.3 and 20.9 (*General*);

and if any of the above provisions or any other provision of Section 1 is under the applicable laws of the Contract, unenforceable in whole or in part, or shall have no force or effect, the Contract shall be deemed not to include such provisions, but this shall not affect the enforceability of the remainder of the Contract. For detailed information about a Consumer's statutory rights, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

1.4 If we would like to change any key information once the Contract has been entered into (including any variation in the Charges), we will give the Customer at least 14 days' notice of such change. If the Customer does not agree to the change, the Customer will be entitled to terminate the Contract by giving us notice within 14 days of such notice.

1.5 Subject to any legal responsibility that we cannot exclude by law in accordance with clause 15.1 (*Limitation of Liability*), we shall not be liable for: losses that were not foreseeable when the Contract was formed; losses as a result of breaches of the Contract made by the Customer; and any business losses to those who are not Consumers.

2. HIRE EQUIPMENT

2.1 In accordance with the statutory provisions set out in the Consumer Rights Act 2015, the Hire Equipment and Goods shall be of satisfactory quality, fit for purpose, and match any description; and any Services or Weekly Toilet Service shall be carried out with reasonable care and skill.

2.2 If we cannot supply certain Hire Equipment or Goods we shall be entitled to substitute them with alternative hire equipment of at least equal value. Where we need to do this, we will use reasonable endeavours to tell the Customer (although practically this may not always be possible). The Customer shall be entitled to refuse to accept such substituted Hire Equipment or Goods. In such circumstances, we will offer the Customer a refund for such Hire Equipment.

2.3 The Customer may be entitled to a refund or to a portion of the monies paid (subject to such Hire Equipment being returned in accordance with clause 3.5.1) in respect of Hire Equipment that breaches clause 2.1 or Services that breach clause 2.1.

2.4 If the Hire Equipment or Goods are faulty on Delivery, the Customer may: request that we repair or replace the Hire Equipment and/or Goods; request a reduction to the Charges; or reject the Hire Equipment and/or Goods and receive a refund.

2.5 Should any defect occur to the Hire Equipment during the Hire Period (other than for which the Customer is responsible for), we shall, at our sole option, either replace or repair the Hire Equipment (where the Customer shall incur no extra Charges) as soon as is reasonably practical (subject to any outstanding Charges being paid in full and cleared funds).

3. THE CUSTOMER'S RIGHTS TO END THE CONTRACT IF THEY ARE A CONSUMER

3.1 This section applies to Customers who are Consumers only and have placed their Order online or via telephone.

3.2 Subject to clause 3.1, a Customer can cancel their Order by notifying us:

3.2.1 In respect of any Goods, within 14 days from the day after Delivery, unless
(a) the Goods are split into several deliveries over different days, in which case the Customer shall have until 14 days after the day the Customer receives the last Delivery to change its mind about the Goods; and
(b) the Goods are for regular delivery over a set period, in which case the Customer has until 14 days after the day the Customer receives the first Delivery.

3.2.2 In respect of the Services and Hire Equipment, the Customer has 14 days after the day we email to confirm we accept the Customer's Order in accordance with clause 2.2 (*Basis of Sale/Hire*).

3.3 The Customer can make any notification required under clause 3.2 by telephone, email, or via our website.

3.4 If an Order comprises of more than one piece of Hire Equipment, the Customer may cancel and return any piece(s) of the Hire Equipment. If the Customer does not cancel the whole Order, the Customer must set this out in the notification requirement under clause 3.2.

3.5 In relation to Goods, where Delivery has been completed in accordance with clause 3.2 (*Delivery and Collection*) or the Customer has collected the Goods and the Customer cancels the Contract within the 14-day cancellation period (beginning on the date of delivery):

3.5.1 the Customer shall, at its own cost, return the Goods to us in a good condition;
3.5.2 subject to any such deductions, we will reimburse the Customer all payments received from the Customer including Transport Charges (unless the Customer has opted to order a type of delivery other than the least expensive delivery option offered by us). We will apply the balance to the Customer's account with us unless the Customer asks for a refund;
3.5.3 the Customer acknowledges that we shall be entitled to deduct an amount to reflect the reduction in value by their use of the product prior to cancelling in a way which would not be acceptable in a shop (including any damage or use made of the Goods).

3.6 In relation to Services or provision of Hire Equipment where Services or Hire Equipment have already been provided at the Customer's request within the 14-day cancellation period (beginning on the date of entry into the Contract) and the Customer cancels the Contract within such cancellation period:

3.6.1 the Customer shall, at its own cost, return any Hire Equipment to us in full, re-hireable condition,
3.6.2 the Customer acknowledges that we shall be entitled to charge the Customer on a pro-rated basis for the Services or Hire Equipment that have been provided for that time up until the point of cancellation; and
3.6.3 subject to any such deductions or charges (including charges for damage to the Hire Equipment), we will reimburse the Customer all payments received from the Customer including Transport Charges (unless the Customer has opted to order a type of delivery other than the least expensive delivery option offered by us). We will apply the balance to the Customer's account with us unless the Customer asks for a refund.
3.6.4 The Customer acknowledges that if the Hire Period has expired or the Services have been completed within the cancellation period, the right to cancel will be lost.

4. OUR RIGHTS TO END THE CONTRACT IF THE CUSTOMER IS A CONSUMER

4.1 We may end the Contract with the Customer for the Hire Equipment, Goods and/or Services at any time by writing if the Customer does not make payment when it is due; or the Customer does not, within a reasonable time, allow us access to the Site to effect Delivery or supply the Services.

4.2 If the Customer breaches clause 4.1, we will refund any money the Customer has paid in advance for Hire Equipment, Goods or Services we have not provided but we may deduct or charge the Customer reasonable compensation for the net costs we incur as a result of the Customer breaching the Contract.

4.3 We may also notify the Customer that we are going to stop providing the Services or collect the Hire Equipment or Goods if we end the Contract in accordance with this clause.

5. IF THERE IS A PROBLEM WITH THE GOODS, HIRE EQUIPMENT AND/OR SERVICES

5.1 If the Customer has any questions or complaints about the Hire Equipment, Services, Goods and/or please contact us. We are under a legal duty to supply the Hire Equipment, Goods and the Services in conformity with this contract. Nothing in these Conditions will affect the Customer's legal rights.

5.2 If the Customer wishes to exercise their legal rights to reject the Hire Equipment and/or Goods, the Customer must return them back to us (where we will pay the costs of postage or collection in such circumstances) or collect from the Customer at no extra charge.

6. GOVERNING LAW

The terms are governed by English law and the Customer can bring legal proceedings in respect of the Hire Equipment, Goods, Services and/or Weekly Toilet Service in the English courts. If the Customer lives in Scotland they can bring legal proceedings in respect of the Hire Equipment, Goods, Services and/or Weekly Toilet Service in either the Scottish or the English courts. If the Customer lives in Northern Ireland they can bring legal proceedings in respect of the Hire Equipment, Goods, Services and/or Weekly Toilet Service in either the Northern Irish or the English courts.

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