



Conditions of Hire

All business is conducted in accordance with these conditions of hire. No variation or alteration of these conditions of hire is accepted unless agreed in writing by the Company.

Definitions (All other terms are as defined in the Contract for Hire)

"Unit(s)" means the mobile toilet(s) specified in the Contract for Hire, being designated as the Rushton Hut as defined on Our website, and any other ancillary equipment or accessories.

"The Company" means Tarrant Valley Shepherds Huts, Winburn House, Witchampton, Wimborne, Dorset BH21 5BY or its representative.

"The Hirer" means the person or persons hiring the Unit(s) from The Company as specified in the Contract for Hire.

The Site

- The hire charges are based on the understanding that the site is level and a solid standing with suitable access for the Unit and associated towing vehicle(s).
- The hirer warrants that the vehicles and Unit(s) belonging to The Company will have suitable access free from all overhead obstructions, trees, hedges and power lines, and without buried pipes or other concealed services that may suffer damage caused by the transport, use, erection/installation and/or dismantling/removal of the Unit(s) and associated vehicles.
- The company reserve the right to charge for any damage caused to vehicle(s) and Unit(s) belonging to The Company due to unsatisfactory site conditions and/or access.
- The company will not be responsible for any making good or repairs to the site however caused.

Delivery & Collection

- The Hirer will attend or, in the Hirers absence, appoint a representative of the Event Location organiser / owner to be present at delivery and to accept and sign for delivery of the Units in accordance with these terms. Acceptance by The Hirer or their representative of delivery of the Unit(s) will constitute conclusive evidence that the hirer has examined the Unit(s) and have found them to be in good condition, complete and fit in every way for the purpose for which it is intended.
- The hirer shall be responsible for providing and installing any connections required to main services where necessary, unless otherwise agreed in writing and charged.
- The Company reserve the right to charge for delays and additional labour time required in connection with works/delivery/collection and time spent due to inclement weather, or any other conditions. A rate of £25 per hour will be charged for time spent in excess of one-hour on site for each delivery and collection.
- If collection of the Unit(s) is delayed beyond the Collection Date for any reason i.e. marquee restricting access, inclement weather, etc., The Company reserves the right to charge for an additional hire at the rate of 20% per day of the quoted daily hire charge, or a full rental rate if a subsequent order cannot be fulfilled, due to non-availability of the Unit (whichever being appropriate).

Our Liability

- The Company accept no liability in respect of third party claims or for consequential loss or damage of any kind and the hirer shall indemnify The Company against third party claims unless such liability is caused by faulty materials or workmanship or negligence on the part of The Company.
- The Company may have to cancel an order before the Delivery Date due the unavailability of key materials without which we cannot provide the Unit(s). The Company will promptly contact The Hirer if this happens and will refund any amount the hirer has paid.
- The Company accept no liability whatsoever in respect of any malfunction of the Unit(s) if the duration of the hire or numbers utilising the Unit(s) exceeds that stated in the Contract for Hire.
- The Company accept no liability whatsoever in respect of any malfunction caused by foreign objects being flushed down one of the toilets and causing a malfunction or blockage. A charge will be made rectify any malfunction caused by foreign objects being flushed down any toilet.

Your Liability, Title & Insurance

- The Hirer will not sublet or rehire the Unit(s) without the express written permission of The Company.
- The Hirer shall indemnify The Company and be responsible for all expenses involved arising from any breakdown, wilful damage and any loss incurred by The Company due to negligence loss and/or misuse of the Unit(s) by The Hirer on a time and replacement cost basis currently in the use by The Company at the time.
- The Unit(s) will remain the property of The Company at all times. The Hirer will allow The Company reasonable access to the Unit(s) during the period of hire.
- The Hirer shall keep the Unit(s) in Your own possession and control, and free from all legal processes and undertake that no mortgage deed, bill of sale or any other legal instrument or private arrangement whatsoever shall be exercised whereby other person/persons lien or company other than The Company shall acquire any lien or rights whatsoever in connection with the Unit(s).
- The Hirer shall have in place and keep the Unit(s) insured for their full replacement value with an insurance company of good repute against all risks. You shall, on demand, show Us this insurance policy, the premium receipt and shall not use or allow the Unit(s) to be used for any purpose not permitted by the terms and conditions of the such insurance policy or do not allow to be done any act or thing whereby the insurance may be invalidated.

The Unit(s)

- The Hirer shall not move the Unit(s) from the site or position to which it was delivered without agreement in writing by The Company.
- No naked flames of any sort are to be placed in any Units.

Hire Charges, Payments & Cancellation Fees

- The Hire Charge and any ancillary charges for the Unit(s) are specified in the Contract for Hire.
- The period of hire, number of events and maximum numbers utilising the Unit(s) is as stated in the Contract for Hire. If a maximum number is not stated, then the maximum numbers will default to 180 persons for the Rushton Unit.
- Bookings are only accepted and confirmed on receipt by the Company of a 50% deposit and of the executed Contract for Hire.
- Delivery of the Unit(s) is subject to full payment of all hire costs, ancillary costs and Refundable Damage Deposit 30 Days prior to the Delivery Date.
- The Company reserves the right to charge the following cancellation fees:-
 - Up to 8 weeks before delivery; 35% of the total hire amount.
 - Between 8 and 4 weeks before delivery; 50% of the total hire amount.
 - Under 4 weeks before delivery 80% of the total hire amount.
- We will return the Refundable Damage Deposit to you within 5 working days of the Collection Date unless we have advised you in writing of damage to the Unit(s).

I confirm that I have read and agree to all the above conditions of hire.

Signed

Printed

Date