



# L&S WASTE MANAGEMENT PORTABLE TOILET HIRE

## TERMS AND CONDITIONS

### APPLICATION

The conditions as stated hereinafter shall apply to all contracts entered into by L&S Waste Management / L&S Loos, stated hereinafter as the owner for the hire of site units and/or other equipment, hereinafter called the "plant". The company, firm, person corporation or public authority taking the owners plant on hire is hereinafter called the hirer. These conditions shall override any terms sought to be imposed by the hirer, inconsistent herewith, which are hereby expressly excluded. No variation shall be effective unless agreed in writing by the owner.

### COMMENCEMENT AND TERMINATION OF HIRE

The date of commencement of the hiring shall be determined by the contract. The date of termination is that on which the plant is returned to the owner, both days as aforementioned are chargeable to the hire. Where the hiring is intermediate and not for a fixed period the hiring shall be terminated by either party giving reasonable time for the collection of the equipment on hire.

### CONDITIONS OF THE PLANT ON RECEIPT

Unless the owner receives notification within 24 hours followed by written confirmation all plant shall be deemed to have delivered in good working order and to the hirer's satisfaction.

### CARE, MAINTENANCE AND HANDLING

The hirer shall be responsible for insuring the plant against any damage caused during the hire period. The hirer shall be acquainted with the condition of the plant and shall not keep it under use after it has become in a defective, damaged or dangerous state. Negligence or misuse on the part of the hirer or his servants, or to wilful or accidental damage however occurring, the hirer shall be liable to the owner

1. For the cost of repairs and/or replacement at current cost
2. For the hire charges while the plant is idle due to the breakdown or damage and while repairs are being carried out.

### INDEMNITY

The hirer shall indemnify the owner in respect of all claims for injury, loss or damage caused by or in connection with hiring or use of the plant hirer.

### COMPLIANCE WITH LAW

The hirer shall be responsible for complying with all relevant laws, bylaws and regulations applicable and incidental us and operation of the plant

### PLACEMENT

The hirer shall not move the plant from the site position it was delivered or consigned to without the agreement in writing from the owner.

### CONSEQUENTIAL LOSSES

The owner shall not be liable for any consequential expenses liabilities losses, claims or proceedings whatsoever caused by, or arising out of the late delivery, non-delivery unsuitability or repossession of the plant or any breakdown or defect in the plant.

The company reserves the right to charge for delays and additional labour time required in connection with works/ delivery/ collection and time spent due to the unsuitable site conditions and/ or soft ground due to inclement weather or any other condition. Current rate of £50.00 per hour plus vat will be charged without prejudice. Note: a one-hour maximum site time is allowed for delivery and collection. The company accepts no liability whatsoever in respect of any malfunction of the equipment if the duration of the hire or numbers utilising the equipment exceeds that stated in the quotation.

The hirer warrants that the vehicles and equipment belonging to the company will have suitable access free from all overhead obstructions, trees, hedges etc. and without buried pipes or others concealed services that may suffer damage occasioned by the transport, use, erection/ installation and/or dismantling/removal or equipment. The hirer accepts full responsibility for any damage so caused by the owners' vehicles when executing a delivery, service or collection visit.

### RIGHT OF ACCESS

The hirer shall allow access to the plant all reasonable times for the purpose of inspection, maintenance replacement or repossession.

### HIRER'S RESPONSIBILITY THIRD PARTIES

The hirer shall fully and completely indemnify the owner in respect of all claims by any person whatsoever for injury to person or damage to property howsoever caused including all costs and charges in connection therewith and arising from or in connection with the use of the plant and whether or not arising under statute or common law or from the negligence or breach of duty or other wrongful act or omission of the owner or any of the owner's employees.

### SAFE USE OF THE PLANT.

The hirer confirms that it has the necessary knowledge and experience to operate and use the plant, the hirer will not allow any person to use the plant that is not properly instructed in its use and will ensure that all applicable health and safety rules and regulations are observed.

Where the plant comprises electrical equipment it must be connected to the correct supply by a qualified electrician. The hirer is responsible for providing a suitable electrical and earth supply to the base of each item of plant.

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