



Contract Terms and Conditions of Hire Posh Wash Showers Ltd.

These Contract Terms and Conditions of Hire are legally binding and all business is conducted in accordance with them, unless otherwise amended in writing by the Company.

Payment of the Deposit Invoice by the “Client” shall in itself constitute acceptance in full of the Contract Terms and Conditions of Hire

Payment of the Deposit Invoice by the “Client” together with these Contract Terms and Conditions of Hire (communicated in writing, in person or electronically) of the booking will constitute the Client’s acceptance of, and agreement to be bound by, their contents.

1. Definitions

1.1 In these Contract Terms and Conditions of Hire words and expressions shall have their ordinary meaning unless otherwise defined within these Contract Terms and Conditions of Hire.

- i. Company (The) is Posh Wash Showers Ltd. registered address The Office, The Old Railway Cutting, Thornfalcon, Taunton, TA3 5NW and/or their subcontractors or agents.
- ii. Agreement (The) means these Contract Terms and Conditions of Hire.
- iii. The Quote and/or The Deposit Invoice means the form issued by The Company to the Client containing details of the Equipment, Period of Hire and Hire Charge.
- iv. Client (The) is the person entering into a rental agreement with The Company and who is Principal to all obligations to this Agreement.
- v. Equipment (The) means mobile shower units and related equipment including all pumps, pipes, fixtures and fittings
- vi. Hire Charge means the amount payable by the Client to The Company as specified in the Quote and/or the Deposit Invoice.
- vii. Period of Hire means the period of which any equipment is required, as identified in the Deposit Invoice.

2. The Site

2.1 The hire charges are based on the assumption that the site is flat and level and solid standing with suitable access for the “Equipment” and associated tow and other vehicle(s).

The “Client” warrants that the vehicles and “Equipment” belonging to the Company will have suitable access free from all overhead obstruction, trees, hedges etc., and without buried undergrounds services such as water pipes, gas pipes, sewer pipes, electric or other cables that may suffer damaged by the transport, use, installation and dismantling of the “Equipment”

2.2 The “Company” reserves the right to charge for any damage caused to the vehicles and “Equipment” belonging to the “Company” due to the unsatisfactory site conditions and/or access.

2.3 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 unsuitable ground and/or any other condition. Current rate of £40 per hour will be charged without prejudice. Note 1 hour maximum site time is allowed for delivery and collection.

2.4 The “Company” will not be responsible for any making good or repair or damage to the site howsoever caused.

2.5 The “Client” shall be responsible for providing and installing all connections required to mains services where necessary, unless otherwise agreed in writing with the Client.

2.6 If the collections of the “Equipment” is delayed beyond the recorded date for any reason i.e bad weather, restricted access., the “Company” reserves the right to charge for additional hire at the full rental rate if a subsequent booking cannot be fulfilled due to these delays.

3. Booking Terms

3.1 A booking may only be deemed valid and secure once The Client has paid the Deposit Invoice

3.2 The period of hire of the “Equipment” is as stated in the Quote and /or the Deposit Invoice.

3.3 Acceptance of the Equipment. The Client shall satisfy them that the equipment as supplied by The Company corresponds to the Deposit Invoice is in working order. Any part of the Equipment found to not correspond with the booking or agreement or to be faulty shall be notified to The Company within one day of receiving the equipment. Failure to do so will render The Client responsible for the total payment of the hire.

3.4 Subletting. The “Client” will not sublet or rehire the “Equipment” without prior written permission of the “Company”.

4. Hire Charges and Payment

4.1 The hire charge and delivery and collection charges for the “Equipment” are as specified in the Deposit Invoice

4.2 Paid Deposits are non-refundable.

4.3 Final Invoice, including additional Equipment requests must be paid in full on the final day of the event, unless otherwise stated by the Company.

4.4 Overdue accounts are subject to a 5% surcharge per month.



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5. Client's Responsibility

- 5.1 The Client must accept full responsibility for all equipment and accessories provided.
- 5.2 The Client shall keep the Equipment in a good condition and not subject it to any misuse or wear and tear over that consistent with normal and reasonable use.
- 5.3 The Equipment should not be altered, modified or adjusted without The Company's prior consent.
- 5.4 The Client is responsible for adhering to the safety and operating instructions for the hire of the equipment.
- 5.5 The Client must be aware that any injury or damage caused by disregarding the safety guidelines is entirely the fault of The Client.

6. Loss or Damage to Owner.

- 6.1 The Client shall during the period of hire be responsible for the maintenance and safe custody of The Company's equipment.
- 6.2 The Client shall be responsible for any damage and loss caused to The Company's equipment by his/her acts and omissions regardless of culpability.
- 6.3 The Client agrees to pay upon request by The Company all costs incurred by The Company in rectifying the condition of the equipment if it is returned damaged, unclean or incomplete.

7. Loss and Damage to Client.

- 7.1. All of the client's possessions are the sole responsibility of the client.
- 7.2 The Company does not take any responsibility for any loss or theft that may occur before, throughout or after the event
- 7.3 The Company will not refund or reimburse the sum of the loss or theft to the client.

8. Liability to Third Parties

- 8.1 The Company will not be responsible for and The Client will indemnify The Company against all claims for the injury to persons or loss or damage to property.
- 8.2 The Company accepts no liability for any injury or death from any claim or proceedings arising from this contract with The Client.

9. Title

- 9.1 The "Equipment" and accessories remain the property of the "Company" at all times. The "Client" will allow the "Company" reasonable access to the "Equipment" during the hire period
- 9.2 The "Client" shall keep the "Equipment" in his/her own possession and control, and free from all legal processes and undertakes that no mortgage deed, bill of sale, or any other legal instrument or private arrangement whatsoever shall be exercised whereby other person, lien, or company other than the "Company" shall acquire any lien or rights whatsoever in connections with the "Equipment".

10. Equipment Return

All "Equipment" to be returned in an acceptable condition of cleanliness or cleaning charges will be incurred. If human waste or related material is found in the showers an extra £50 will be charged to the Client per incident in addition to the hourly cleaning charge of £20.

11. Cancellation Charge

The "Company" reserves the right to charge the full hire charge if a cancellation is made 3 weeks or less prior to the hire period.

12. Confidentiality

12.1 The 'Company' will hold the client's data securely and not pass his/her personal information on to any other third party unless demanded and required to under the law of the United Kingdom.

13. Force Majeure

13.1 While every effort will be made by The Company to carry out any order accepted the full performance of it is subject to variation or cancellation by The Company consequent upon Act of God, War, Strikes, Riots, Lockouts or any other disturbances: Fire, Flood, Storm, Gale and Tempest restrictions on the use of Transport, Fuel or Power, Requisitioning Storage of material or transport or any other cause beyond the control of the Company.

14. Governing Law

14.1 The Agreement shall be construed in accordance with the law of the United Kingdom and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the courts of United Kingdom.