

Countyloos Limited Terms and Conditions of Hire, Sale & Supply of Equipment and Services

1 Interpretation

1.1 In these Conditions:

You, Your: means the individual, firm, body corporate or other body who hires the Equipment or whose order for the Equipment is accepted by us.

We, Us, Our or Ours: means Countyloos Limited

Business: means either a body corporate, firm or a natural person acting for the purposes that are within their business trade or profession.

Charges: the fee(s) payable by You under the Contract for Our provision of the Equipment and Services.

Conditions: means the conditions of hire, sale & supply of Equipment and Services together with the Schedules set out in this document and includes any special conditions agreed in Writing between You and Us in the Contract, or as amended by Us in accordance with the provisions of Condition 2.5 from time to time (and "Condition" shall be interpreted accordingly).

Consumer: means a natural person who, in entering into the Contract, is acting for purposes that are outside their business, trade or profession.

Contract: means the contract for the hire of the Equipment and/or supply of Services.

Deposit: means the deposit, as applicable, as set out in the Contract, against default by You of payment of any Charges or any loss of or damage caused to the Equipment.

Equipment: means the equipment which We supply on hire in accordance with these Conditions.

Hire Period: the length of time that We shall hire the Equipment to You.

Services: means the installation, emptying and/or servicing of the Equipment at such intervals as may be agreed in the Contract, including those services specified in Schedules 1 and 2 attached to these Conditions.

Site: the location where the Equipment is delivered by Us.

Writing: includes electronic and comparable means of communication.

1.2 The headings in these Conditions and Schedules are for convenience only and shall not affect their interpretation.

1.3 Acceptance of Equipment and/or Services on Site implies acceptance of these Conditions.

1.4 References to Conditions and Schedules are to the Conditions and Schedules of these Conditions and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Nothing in the Contract shall exclude or limit any of Your statutory rights.

2 Basis of the Sale/Hire

2.1 Any quotation given by Us shall not constitute an offer and is valid for a period of 30 Days from its date of issue.

2.2 Your order constitutes an offer by You to hire the Equipment and/or accept the Services in accordance with these Conditions. Unless otherwise specified, Charges are made for the hire of Equipment not the servicing of the Equipment.

2.3 The order shall only be deemed to be accepted when We confirm our acceptance of the order at which point and on which date the Contract shall come into existence.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any variation to these Conditions shall only be binding once agreed in Writing.

2.6 Our employees or agents are not authorised to make any representations concerning the Equipment and/or Services unless confirmed in Writing and any advice or recommendation given by Us to You as to the storage, application or use of the Equipment and/or Services which is not confirmed in Writing is followed or acted upon entirely at Your own risk.

2.7 The Equipment is offered subject to it being available for hire.

3 Description

3.1 The quantity and description of the Equipment and/or Services shall be as set out in the Contract.

3.2 Any samples, imagery, descriptions, specifications and advertising issued by Us are for the sole purpose of giving an approximate idea of the Equipment and Services described in them and they shall not form part of the Contract or have any contractual force.

4 Ownership and period of use

4.1 In any hire situation the Equipment shall at all times remain Ours. Unless otherwise agreed in Writing You must not deal with the ownership of, nor sell, sub-hire, abandon or otherwise dispose of the Equipment.

4.2 Unless otherwise agreed the minimum Hire Period shall be 4 weeks.

5 Charges

5.1 The Charges and dates when such Charges are due for payment are as stated in the Contract, quotation or invoice or as otherwise agreed in Writing with us.

5.2 All Charges are stated exclusive of VAT and any applicable delivery and collection charges. Where applicable, VAT will be added to Our invoices.

5.3 The Charges shall commence on the date stated on the order or Contract, or if no such

date is stated the date upon which the Equipment is delivered to You.

5.4 You will pay all sums due to Us under the Contract in full by either debit or credit card, direct payment to Our bank or cash.

5.5 You shall pay all sums due to Us without any set-off, deduction, counterclaim and/or any other withholding of money.

5.6 Where required, Deposits will be on non-refundable basis.

5.7 No payment shall be deemed to have been received until We have received full and cleared funds.

5.8 The Charges shall continue and be payable for all days (including bank and statutory holidays, Saturday and Sunday) until agreed in Writing by Us, the expiry of the pre-agreed Hire Period or the collection of the Equipment from the Site. For any unexpired period already invoiced, a credit note will be provide for each full week not yet expired.

5.9 All sums must be paid to Us as specified in the Contract, which unless agreed otherwise will be 30 days from the invoice date.

5.10 If payment is not made when due We may charge You interest on the amount unpaid, at the rate of 3 per cent per annum above Bank of England's base rate from time to time until payment in full, to include any further costs incurred, is made. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

5.11 Notwithstanding Condition 5.10 above, and without limiting any other right or remedy of Ours, We reserve our right to claim interest under the Late Payment of Commercial Debts (interest) Act 1998.

5.12 If You fail to make any payment due to Us without just cause then We may withhold the performance of any Services under this Contract. We shall not accept any liability for any costs, charges or losses sustained or incurred by You arising directly or indirectly from Us exercising Our right to withhold Services under any provision of these Conditions.

5.13 If any payment is still outstanding after 30 days of becoming due then We reserve the right to enter the Site and collect the Equipment and recover from You any additional costs in recovering the Equipment and/or all professional and administrative costs incurred by Us in the recovery of any unpaid amounts due under a Contract.

5.14 Nothing in this Condition 5 shall operate to affect Our rights to recover from You any monies due under the Contract and/or any damages in respect of any breach by You prior to the repossession of the Equipment.

6 Cancellation

6.1 You may cancel the Contract at any time without incurring any liability other than the costs of the return of the Equipment, provided that You notify Us of Your intention to cancel within 14 days of the Contract being formed (**Cancellation Period**).

6.2 Where You expressly request that We provide the Services to You during the Cancellation Period, Your cancellation rights will be lost once We have fully performed the Services.

7 Termination of Hire

7.1 If You:

7.1.1 expressly or impliedly repudiate the Contract by not complying with its provisions; or

7.1.2 fail to comply with or persistently breach any of the provisions of the Contract and (in the case of a failure capable of being remedied) do not rectify such non-compliance within 14 working days of being served with written notice of such failure; or

7.1.3 provide incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract; or

7.1.4 convene any meeting of creditors or pass a resolution for winding up or suffer a petition for winding up; or

7.1.5 have an administrative receiver or receiver appointed over the whole or part of Your assets or suffer the appointment of an administrator; or

7.1.6 being an individual have a bankruptcy order made against You or compound with Your creditors or come to any arrangements with any creditors,

then (and in any such case) We may, without prejudice to any other of Our rights or remedies and without being liable to You for any loss or damage which may be occasioned, give written notice to You terminating this Contract with immediate effect and repossess any or all of the Equipment which is the subject of this Contract or any other contract between You and Us.

7.2 Upon termination of the Contract, You shall immediately return to Us or make available for collection by Us all Equipment in your possession and all payments payable to Us from You shall become immediately due.

8 Delivery and location

8.1 If the Equipment is delivered or collected by Us You will pay Us the costs of collection or delivery. Where We quote collection or delivery charges, these are only in respect of the time required to load or unload alongside our vehicle at the address You have specified.

8.2 You shall be responsible for providing Us with the correct address to deliver the Equipment to or collect the Equipment from. Any dates specified by Us for delivery or collection are intended to be an estimate and time for delivery shall not be made of the essence. If no dates are specified, delivery or collection will be within a reasonable

time.

- 8.3 You shall procure that one of Your duly authorised representatives shall be present at the delivery of the Equipment and/or Services. Acceptance of delivery by such representative shall constitute conclusive evidence that You have examined the Equipment and have found it to be in good condition, complete and fit in every way for the purpose for which it is intended. Your duly authorised representative shall sign a delivery note confirming such acceptance. If no such duly authorised representative is present at the time of delivery then You will be deemed to have accepted delivery for the Equipment and/or Services delivered at that time.
- 8.4 You will be responsible for ensuring that the Site is firm and level and there will be free unrestricted, appropriate, and safe access for our delivery and/or service vehicle and Equipment to be delivered, installed, collected, serviced, loaded or unloaded alongside the delivery and/or service vehicle. You are solely liable for any damage or loss caused to the Equipment and any third party's property as a result of this Condition 8.4 not being adhered to.
- 8.5 We reserve the right to raise extra charges for any further time or attendance including any attempt by Us to carry out delivery, collection or servicing in accordance with the Contract which is unsuccessful or delayed due to Your acts or omissions.
- 8.6 Our drivers shall be deemed to be acting under the instruction of You or Your agents when on Site, unless agreed otherwise in Writing. You shall be solely responsible for any instruction, guidance and/or advice given by You or Your agents to our drivers and for any damage which occurs as a result of such persons following Your or Your agent's instructions, guidance and/or advice, except to the extent that the persons performing the Services are negligent.
- 8.7 Where We have agreed to position the Equipment in a specific location, You must have an authorised representative available at the time of delivery to instruct Us regarding that position.
- 8.8 Any connection and disconnection of mains Services for use with the Equipment on Site and the suitability of these Services are Your responsibility. You will ensure that any such connection and disconnection is carried out by appropriately qualified persons.
- 8.9 Equipment must not be removed from the Site without our written authority or from any Site We subsequently authorise.
- 8.10 You authorise Us to enter any land or premises where We reasonably believe any Equipment to be, on reasonable notice, in order to make any necessary inspection, test, repair, service, replacement or repossession of it. You shall make the Equipment available to Us during reasonable working hours, for the purpose of inspection, repair, maintenance, replacement or repossession.

9 Servicing the Equipment

- 9.1 We shall service the Equipment at regular intervals as stated in the Contract or as agreed in Writing, to allow its continued use in accordance with Our instructions. Each service visit will include the provision or top-up of consumables deemed necessary.
- 9.2 We will not be obliged to carry out the Services specified in Condition 9.1 if the Equipment has been moved off the Site. We reserve the right to raise an invoice for the Equipment Hire which will be charged at the normal Contract rate.
- 9.3 If, subsequent to the scenario set out in Condition 9.2, You notify Us of your moving the Equipment off the Site and require Us to perform Services within the same Service Period as the period during which the Services should have taken place had the Equipment not been moved by You without You giving Us notice in accordance with Condition 9.2, We reserve the right to charge You in addition for such Services.
- 9.4 It is Your responsibility to contact Us if weather conditions have affected Your Site. If You do not contact Us to postpone any Services then we reserve the right to raise an invoice for these Services, which will be charged at the normal contract rate.
- 9.5 We will make every effort to attend Your Site on the agreed date(s). We reserve the right to vary the service date and may only not attend Site due to unforeseen circumstances including but not limited to adverse weather conditions, vehicle breakdown, road closures, staff shortages and equipment failure.

10 Use, Maintenance and Repair

- 10.1 You shall ensure that the Equipment is:
- 10.1.1 kept in good order and condition at all times by You;
- 10.1.2 used in accordance with any relevant instructions, procedures, permissions, licenses, consents or statutory regulations;
- 10.1.3 properly supervised where the young, elderly or mentally or physically impaired (whether temporarily through use of substances or permanently) are or are likely to use the Equipment.
- 10.2 If the Equipment fails to work satisfactorily You must notify Us immediately, ensure that it is not used until We have confirmed that it is fit for use, and must not attempt to repair it unless We agree to this in Writing.
- 10.3 The Equipment must be returned to Us in the same condition as it was when it was delivered to You except for fair wear and tear and damage resulting from inherent defects. You are responsible for any costs incurred in cleaning or repairing the Equipment including any lost hire fee revenue or costs of obtaining alternative equipment while the Equipment is out of use.
- 10.4 You shall ensure that any employees, agents or contractors that operate the Equipment are, if applicable, adequately and sufficiently qualified and trained to operate the Equipment in accordance with all current and applicable legislation.
- 10.5 You must not use or allow the Equipment to be used after the termination of the Hire Period. We will be entitled to charge additional Charges and any reasonable expenditure We incur resulting from any such unauthorised use.
- 10.6 You will comply with any obligations specified in the Schedules attached to these

Conditions.

11 Your responsibility for the Equipment and its insurance

- 11.1 Risk in the Equipment passes at the time of delivery by Us and does not pass back until it is collected by or returned to Us.
- 11.2 The Equipment shall be insured against all risks at a full new for old replacement value by You. If there is a payment as a result of a claim under such policy then the payment is to be made to Us.
- 11.3 In addition to being responsible for the replacement value You are also responsible for any lost Charges and reasonable costs including but not limited to having to obtain Equipment to comply with other hire contracts that We suffer as a result of the Equipment not being available for Us to hire.
- 11.4 You shall not do or omit to do anything which You have been notified will or may be deemed to invalidate any policy of insurance related to the Equipment.
- 11.5 You must take all reasonable, adequate and proper measures to protect the Equipment from theft, vandalism and any other loss or damage including but not limited to damage caused by adverse weather conditions such as frost.
- 11.6 You must not suffer or permit the Equipment to be confiscated, seized or taken out of Your possession or control under any distress, execution or other legal process. If the Equipment is so confiscated, seized or taken, You shall notify Us and procure the immediate release of the Equipment.

12 Indemnity

- 12.1 You 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:
- 12.1.1 any breach of Your obligations under these Conditions, including but not limited to Your obligation to keep the Equipment properly maintained and in good order and condition at all times and Your obligation not to suffer or permit the Equipment to be confiscated, seized or taken out of Your possession;
- 12.1.2 any negligent performance or non-performance of these Conditions;
- 12.1.3 the enforcement of these Conditions;
- 12.1.4 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 You, Your employees, agents or subcontractors;
- 12.1.5 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 Equipment, to the extent that the defect in or lack of maintenance in respect of the Equipment is attributable to the acts or omissions of You, Your employees, agents or subcontractors.
- 12.2 This indemnity shall not cover Us to the extent that a claim under it results from Our negligence or Our wilful misconduct.
- 12.3 If any third party makes a claim, or notifies an intention to make a claim, against Us which may reasonably be considered likely to give rise to a liability under this indemnity (a Claim), We shall:
- 12.3.1 as soon as reasonably practicable, give written notice of the Claim to You, specifying the nature of the Claim in reasonable detail;
- 12.3.2 not make any admission of liability, agreement or compromise in relation to the Claim without Your prior written consent (such consent not to be unreasonably conditioned, withheld or delayed), provided that We may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to You, but without obtaining Your consent) if We believe that failure to settle the Claim would be prejudicial to the Claim in any material respect;
- 12.3.3 give You and Your professional advisers access at reasonable times (on reasonable prior notice) to Our premises and Our officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within Our power or control, so as to enable You and Your professional advisers to examine them and to take copies (at Your expense) for the purpose of assessing the Claim; and
- 12.3.4 subject to You providing security to Us to Our reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as You may reasonably request to avoid, dispute, compromise or defend the Claim.

13 Warranties and Our liability

- 13.1 We warrant that the Equipment is in good working order.
- 13.2 Should any defect occur in the Equipment, other than one for which You are responsible, We will at our option either replace or repair the Equipment as soon as is reasonably practicable.
- 13.3 We may not replace, repair or service any Equipment until any outstanding Charges have been paid.
- 13.4 We shall not be liable to You for defective Equipment if You have continued to use such Equipment after the defect had become apparent or been suspected or should reasonably have become apparent to or been suspected by You.
- 13.5 We shall not be liable to You for:
- 13.5.1 any delays in availability or delivery (whether or not in circumstances where We have accepted responsibility for delivery) of Equipment caused by matters beyond our

control; or

- 13.5.2 any damage caused to any paving, ground surfaces, vehicles, building or other feature on Site, during delivery, servicing or collection, whilst acting under the instruction of You or Your agents or where delivery is made without instruction in accordance with Condition 8.6.

14 Other terms and limits on liability

- 14.1 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.
- 14.2 The exact terms and conditions of Our insurance cover are available to You upon request.
- 14.3 We will not have any liability to You for any:
- 14.3.1 consequential losses (including any loss of profits and/or damage to goodwill);
- 14.3.2 economic and/or other similar losses;
- 14.3.3 special damages and indirect losses;
- 14.3.4 business interruption, loss of business and/or opportunity;
- 14.3.5 delay in availability or delivery of the Equipment: and
- 14.3.6 any environmental issues caused by overflowing waste.

15 Force Majeure

- 15.1 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, 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**).
- 15.2 If a Force Majeure Event continues for a continuous period in excess of 30 days, We shall be entitled to give notice to You to terminate the Contract with immediate effect.

16 General

- 16.1 No waiver by Us of any breach of the Contract by You shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.2 In the event that any provisions in the Schedule of Equipment conflict with the provisions of these Conditions, the provisions of the Conditions shall prevail.
- 16.3 You shall not transfer any of Your rights or obligations under these Conditions to another person without Our prior written consent. We can transfer all or any of Our rights and obligations under these Conditions to another organisation, but this will not affect Your rights under these Conditions.
- 16.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 16.5 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.
- 16.6 Any dispute arising under or in connection with these Conditions or the hire of the Equipment shall be subject to the jurisdiction of the English Courts.
- 16.7 This Contract is governed by and interpreted in accordance with the law of the country where the Supplier is located and that country will have exclusive jurisdiction in relation to this Contract.

17 Access

- 17.1 Where We arrive at the Site to load or unload the Equipment and/or perform the Services and believe the ground to be unsuitable for doing so, You shall supply and lay timbers or appropriate temporary foundations in a suitable position for loading and unloading and for the Equipment to rest on.
- 17.2 If You are unsure whether the Site is suitable for delivery, You are obliged to notify Us and We will arrange a Site visit prior to delivery.
- 17.3 Where drivers consider that the Site is unsuitable and may cause damage to the tanker or other equipment owned by Us, they may refuse to enter the Site.
- 17.4 If the unsuitability or inaccessibility of a Site means we cannot deliver the Equipment or collect the waste, We may charge You for the Services at the normal Contract rate as if they had been carried out.
- 17.5 The costs of any special delivery, lifting or special operators required for the siting of the Equipment shall be borne by You.

Schedule 1 – Toilets and Welfare Facilities

1. Removal of Waste

- 1.1. You are responsible for all the waste that enters the holding tanks.
- 1.2. We will only remove pumpable non-inert waste that is classified under the European Waste Catalogue Code 16 10 02.
- 1.3. All other waste will be charged as a full load of chargeable and disposable waste.
- 1.4. If any waste other than non-inert waste is deposited in 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.

2. Connections of Mains Services

- 2.1. You are responsible for any connection and disconnection of mains services on the Site and compliance with all regulations including the Electricity At Work Act 1989.

Schedule 2 – Vacuum Tankers

1 Removal of Waste

- 1.1 We will only remove waste that is non-hazardous wet waste from a domestic source that is classified under the European Waste Catalogue Code 16 10 02 or 20 03 04.
- 1.2 Any cess or sewerage waste that We agree to collect must be pumpable and non-hazardous, and it is the waste producer's responsibility to ensure that this is the case.
- 1.3 If You have not complied with this paragraph 1 We may notify the Environment Agency or Water Authorities accordingly.

2 Waiting Charges

- 2.1 We allow 1 hour on Site for waste removal from cess pits, septic tanks, and toilet block tanks. We may charge You for any additional time required.
- 2.2 You must notify Us of the period a vacuum tanker is required for if this period will be longer than 1 hour.

3 Prices

- 3.1 Tanker Charges and the delivery of Our Services will be agreed with You in advance.
- 3.2 Depending upon Our Contract terms with You we may charge for waste as either weak waste or standard waste, depending on the waste disposal Site readout. We will provide You with a copy of any waste disposal readouts if You request one.