

Toilet Hire Booking Form



Thank you for choosing Spend a Penny for your event.

Before filling in this form, please contact us with your event dates to enable us to confirm the availability of our Spend a Penny Toilets.

Once we have confirmed the availability of our units for your required dates, please take time to carefully read our Terms and Conditions. To conclude and secure your booking with Spend a Penny, please complete and return this booking form with your £100 deposit to:

Spend a Penny, The Barn, Lox Lane, Shaftesbury, Dorset SP7 9PU.

Name: _____

Address: _____

_____ **Postcode:** _____

Telephone: _____

Email: _____

Event address: _____

(If different from above)

_____ **Postcode:** _____

Hire period: **From:** DD/MM/YYYY **Until:** DD/MM/YYYY

No. of guests: _____

I have read and agree to the terms and conditions of hire, and enclose a deposit of £100.

Signed: _____

Date: DD/MM/YYYY

Thank you for taking the time to fill in and return this form. Upon receipt, we will be in touch to arrange a site visit and discuss your event needs in full.

We look forward to meeting you.

Matt & Annie Powell

Spend a Penny, The Barn, Lox Lane, Shaftesbury, Dorset SP7 9PU.

T: 01747 825814 **M:** 07903 982135 **E:** hire@spendapenny.co.uk

Spend a Penny

Fresh Water Toilet Hire

TERMS AND CONDITIONS

Introduction

The following is a comprehensive guide to the terms and conditions, which will be followed (unless otherwise stipulated in writing by the owner), when entering into a hire agreement with "Spend a Penny Toilet Hire".

I. Definitions

- A. The "owner" is a direct reference to Spend a Penny Toilet Hire, or any of their representatives or employees.
- B. The "Hirer" is a direct reference to the person, or any representative of theirs, hiring "apparatus" from the "company".
- C. The "apparatus" is a direct reference to mobile toilets; fixtures and any other equipment belong to the owner, loaned to the hirer for the duration of the contract.
- D. The "Unit" is a direct reference to any mobile toilet unit loaned to the hirer for the duration of the contract.

II. Quotation

- A. The owner will aim to obtain as much information as possible about the event, a copy of which will be included in any order acknowledgement that we may send to you. This should be read through and thoroughly checked.
- B. The quotation will always be in writing.
- C. It will be based (unless otherwise advised upon a site visit), on the assumption that the site is level, flat, hard and suitable for the unit to operate on.
- D. The owner reserves the right to amend our charges accordingly, due to any changes that may arise at a later time. The Hirer will be advised of any further charges at the earliest opportunity.
- E. The hirer will provide proof of adequate insurance to cover any damages, which may occur to the unit, apparatus, or any third parties using the same, prior to the event.

III. Charges

- A. £100 Deposit will be paid to the owner to secure a hire, within five working days of an order acknowledgement. This Deposit will be non-refundable.
- B. Payment in full will be paid at least ten days prior to the event.
- C. In the event of a cancellation, if it is before a three week period prior to the event, the cost will be covered by the deposit. However, any cancellation after this time will incur the full hire charge.
- D. The owner reserves the right to terminate contract at any time, or charge a 5% surcharge every month, on an overdue payment.
- E. An allotted on-site delivery and set up time of one hours labour, on delivery and collection (each way), will be catered for in the quote. Should there be a delay on-site for whatever reason (i.e. bad weather, soft ground, restricted access etc.); the owner will reserve the right to charge for subsequent labour costs at a current rate of £30 per hour without prejudice.
- F. If collection of any apparatus is delayed beyond the agreed date for any reason (i.e. marquee restricting access, inclement weather conditions etc.). The owner reserves the right to charge for additional hire at a rate of 15% of the quoted daily hire charge, per day, or a full hire rate if subsequent orders cannot be fulfilled, due to the non-availability, due to the non-availability of apparatus (whichever is the most appropriate).

IV. The "Apparatus"

- A. Any apparatus hired, will be provided in good working order and fit for use in the manner in which it is meant.
- B. The hirer will accept liability for all damage to any apparatus whilst it is under hire.
- C. The owner will need to have access to the apparatus at all times for relevant servicing requirements which may occur.
- D. Should the unit be used in such a way that it should overflow (this will not happen under normal circumstances), the responsibility for any damage or fines, shall rest with the hirer.
- F. The unit shall be delivered in a good clean condition and upon collection; the owner expect it to be in a similar condition, having taken into account, reasonable use. The hirer shall report any defects or malfunctioning of the unit as soon as reasonably practicable following discovery of the same. No repair shall be carried out (except in the case of emergency) without the prior authorisation of the owner, which should not be reasonably withheld.
- G. The owner operates a strict no smoking policy, therefore no smoking will be permitted in the units, whatsoever.

V. The Site

- A. We require a sufficient mains water connection, of adequate pressure, for the unit to function, as it should.
- B. We require an adequate electricity supply, ideally a 16 amp connection (as you would find on a generator).
- C. The site should be of firm standing, relatively flat and level, and have sufficient room for access of the delivery vehicle.
- D. We will do all that is reasonably possible to minimise any damage to the site, therefore the company will not be liable for any damage caused to the site, unless it is due solely to the negligence of the owner.
- E. The hirer will not remove the unit or apparatus from the specified location, without first obtaining the owner's written consent (which may be withheld or made subject to such conditions as the owner in its absolute discretion shall decide).

VI. Termination

This agreement and the hiring of the unit shall terminate without notice at the option of the owner and the hirer shall no longer be authorised to use the unit in any of the following circumstances:

- A. A default by the hirer in the payment of any money due under this agreement for a period of seven days.
- B. A breach of any of the provisions of this agreement other than those relating to the payment of money.
- C. The hirer presenting or allowing to be presented an application for an interim order, possession or bankruptcy order within the meaning of the Insolvency Act 1986 or allowing the level of any distress or execution against the hirer.
- D. The hirer entering into or attempting to enter into a composition with creditors or (in the case of a limited company) going into liquidation except voluntary liquidation for the purpose of amalgamation reconstruction on the terms previously approved by the owner in writing,
- E. A receiver or administrator being appointed in respect of the hirer's assets or any of them or a meeting whether formal or informal being called of the hirer's creditors or any of them.