

# Bathrooms 4 Hire

## Terms and Conditions

### *Hire Agreement Schedule*

This agreement is a claim for payment under the building and construction industry security of payment ACT1999

Part of the terms and conditions is that the customer acknowledges that they are aware of the terms and conditions contained in this document.

#### **DEFINITIONS**

**Owner** – is the proprietor of the unit listed in the schedule to this agreement.

**Hirer** – includes an agent of the hirer and agrees to hire one unit specified in the schedule from the owner upon the terms and conditions in this agreement.

**Unit** – means any item listed in the schedule to this agreement including accessories – portable bathroom on a trailer and portable toilet on a trailer.

**Costs** – the amount agreed to upon booking the unit.

**The Property** – the site the bathroom/ toilet is located at while in use.

#### **1) Hire of the Unit**

**1.1** The hiring of the unit will commence from the commencement date specified in the schedule and continue for the term specified in the schedule.

**1.2** The hirer is entitled to use the unit for the hire period. Any extension of the period must be agreed to by the owner

**1.3** The hirer agrees to return the unit to the address of the owner on or before the end of the hire period as outlined in the schedule and that failure to do so can be criminal theft and may be immediately reported to the police.

#### **2) Payment for rental**

**2.1** The hirer agrees to pay the owner the hire fee for the unit for the hire period including any applicable GST, Tolls, fines, Penalties, levies or freight and any other charges relevant to this agreement and the hire.

**2.2** The required fees must be paid to the owner prior to or on the commencement date of the hire period. Account customers who do not pay their account on the terms agreed will be deemed to be in default. If the unit is not returned on time and in accordance with this agreement will be subject to a continuance of the agreed rental until return is complete of the agreed rental until return is complete.

**2.3** A cancellation fee may be charged by the owner where the unit has been reserved by booking and the hirer cancels the booking within 7 days of start of hire or fails to take delivery of the unit.

**2.4** The owner may charge the hirer a fee for accepting payment by credit card.

### **3) In relation to the portable bathroom the hirer will.**

**3.1** The owner will supply the unit in a good clean state.

**3.2** Set up the unit in position.

**3.3** Connect and disconnect the water, electricity and sewer to all connection points.

**3.4** Collect within 72 hours of the hire agreement finishing.

**3.5** Make sure when ordering the unit that there is enough room for the portable bathroom to be positioned in the location according to the stated Site Access Specifications. If the unit is taken to site and is unable to be connected due to the site specifications not being met, the customer will be charged a fee.

### **3.6 Site access specifications**

The driveway must be a minimum of 2400mm wide, 2700mm high (clearance) and 5000 mm long. The site must be relatively level. It needs to be <01 - <3 degrees level for the unit to function properly. Ensure that there are no obstacles such as branches and bushes protruding into the driveway at the proposed site that may hinder the positioning of the unit.

### **4) Use, operation and maintenance.**

**4.1** The hirer agrees that the use of the unit charges with it dangers and risks of injury and the hirer agrees to accept all dangers and risks.

**4.2** The unit shall not be sublet to any other third party.

**4.3** The hirer will ensure that all persons operating the unit are instructed in its safe and proper use.

**4.4** The hirer agrees to operate, maintain, store, and transport the unit strictly in accordance with any instruction provided by the owner and with due care and diligence.

**4.5** The hirer agrees that the unit will only be used for its intended purpose and in accordance with any manufactures instructions and recommendations whether supplied by the owner or posted on the equipment in regard to its operation, maintenance, storage and set up.

**4.6** The hirer agrees and ensures that no sanitary products (sanitary napkins, pads or tampons) and no nappies or foreign objects other than human waste and toilet paper are placed in or flushed down the toilet as these will cause damage to the pump system (in the portable bathroom on a trailer). If in the event of that any objects other than human waste and toilet paper do damage the pump system the customer will be charged a minimum of \$3000 to repair the damage.

**4.7** The hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the unit and associated operations.

**4.8** The hirer shall ensure the unit returned to the owner clean of all foreign matter or a cleaning fee of \$250 being charged by the owner.

**4.9** The hirer will be responsible for changing the gas bottle immediately when it runs out of gas on the portable bathroom on a trailer (after approximately 70 x 3 minute showers). The customer is also responsible for paying for the replacement bottle.

**4.10** The hirer will be responsible for filling up the water tank when it becomes empty on the portable toilet on a trailer.

**4.11** The hirer will ensure that the portable bathroom on a trailer remains in the exact location at which it was delivered and set up at all times, and the customer understands that only the owner can move the unit to a new location, and the customer will pay a call out fee if the owner is required to visit the premises for any reasons other than for connection and disconnection of the unit.

**4.12** The hirer will ensure that no candles or naked flames are used in the units.

**4.13** Regarding the portable bathroom on a trailer a bond is required.

## **5) Hire warrants**

**5.1** The hirer warrants that the unit will be used in accordance with the conditions outlined in the schedule.

**5.2** The particulars in the schedule are correct in every respect and are not misleading in any way including without limitation, by omission.

**5.3** The hirer holds a valid current drivers licence of the state of Victoria, Australia.

**5.4** The equipment will not be used for any illegal purpose.

**5.5** The hirers vehicle is in a suitable road worthy condition for towing the unit.

**5.6** The hirer will NOT without prior written consent of the owner tamper with repair or modify the unit in anyway, or permit another to do so.

**5.7** The hirer agrees that the unit complies with its description, is in merchantable condition and is fit for the hirers purpose.

**5.8** The hirer agrees that the unit has been received by the owner clean and in good working order.

## **6) Indemnity**

**6.1** To the full extent permitted by law the hirer releases, discharges and indemnifies from all claims and on the owner arising out of consequent on the use or misuse of the unit during the hire period

**6.2** Without limiting clause 6.1 of this agreement, the hirer agrees that the full extent permitted by law, no warranties are given by the owner in respect of the unit. Any liability of the owner pursuant to any warranty which cannot be excluded by law will not exceed either the cost of repairing the unit or the cost of resupplying the unit, at the discretion of the owner.

## **7) Loss, damage or breakdown of plant and equipment**

**7.1** The hirer will be responsible for any loss or damage to the unit irrespective of how the loss or damage occurred, except for fair wear and tear, during the hire period.

**7.2** The hirer is liable for the payment of the new list price of any unit not returned to the owner.

**7.3** If there is a breakdown or failure of the unit the hirer shall notify the owner immediately for the appropriate action to be taken.

## **8) Insurance**

**8.1** The owner will maintain current insurance policies in respect of the unit to its full insurable value.

## **9) Liability**

**9.1** The hirer will assume all risks and liabilities for, and in respect of, the unit and for all injuries to or deaths of persons or any damage to property howsoever arising from the hirer's possession, use, storage or transport of the equipment.

## **10) Disclaimer**

**10.1** To the extent permitted by law the owner disclaims all liability for and does not give any warranties to the hirer as to the condition of the unit.

## **11) Title to Unit**

**11.1** The hirer acknowledges that the owner retains title to the unit and that the hirer has rights to use the unit as a mere bailee only. The hirer agrees that the hirer has no rights to pledge the owner's credit in connection with the unit.

**11.2** The hirer agrees not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the unit and not to conceal or alter the goods or make any addition or alteration to, the equipment.

## **12) Repossession and remedies on default**

**12.1** The owner may retake possession of the unit if the hirer breaches any provision of this agreement or does not pay their account in the time agreed, notwithstanding anything else herein contained.

**12.2** If repossession takes place, the owner shall only charge the hire fee up to and including the time of repossession.

**12.3** All costs incurred by the owner in repossessing due to a breach are to be paid by the hirer.

**12.4** In case of repossession due to a breach of this agreement the hirer agrees to grant the owner permission to enter any premises where the equipment listed in the schedule is situated to disconnect, decommission and/or remove the unit.

**12.5** In addition to the owner's right to retake possession the owner is entitled in its discretion, following any breach of any provision of this agreement by the hirer, to terminate this

agreement and/or sue for recovery of any damages or charges or loss suffered by the owner, and/or to cancel and insurances effective in respect of the unit hired.

### **13) Completion of the hire period**

**13.1** The hire period is completed when the equipment has been returned to the owner in the same condition as well when it was hired:

- (i) on or by the date and time outlined in the schedule, or
- (ii) will be deemed completed on the date agreed for pick up by the owner.

**13.2** Where pick up is agreed the owner will arrange to pick up the unit within a reasonable period after a request to do so and will issue the hirer with a pick-up number on request.

**13.3** The hirer agrees to maintain the responsibility for the unit whilst it is awaiting pick-up.

### **14) Non-merger**

**14.1** The covenants, agreements and obligations contained in this agreement will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

### **15) Severance**

**15.1** If any provision of this agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this agreement must be construed as if that provision or part of a provision had been severed from this agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.

### **16) Governing law**

**16.1** This agreement is governed by the laws of the State or Territory where the agreement is made and each party submits to the exclusive jurisdiction of the Court of that State or Territory.

### **17) Privacy Policy**

**17.1** The owner will comply with the National Privacy Principles dealings with hirers.

### **18) Disputers**

**18.1** Both the owner and the hirer agree that any disputes arising from the hire and use of the equipment (except in regard to payment of fees or charges) shall be negotiated with a view to settlement with the assistance of the Hire and Rental Industry Association Limited (Tel 02 9997 5166) before litigation is pursued.