

Oakwood Services (UK) Ltd Standard Terms & Conditions of Hire and Sale

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Email: info@oakwoodservices.co.uk www.oakwoodservices.co.uk Registered in England No. 4190116

General

All business is conducted in accordance with these Conditions of Hire, unless otherwise amended in writing by the Company.

Definitions

The "Company", "we", "our" or "us" means Oakwood Services (UK) Ltd their sub-contractors and agents and includes their successors, assigns or personal representative.

The "Hirer", "he", "you" or "your" means the legal entity, person, persons or their representatives hiring the Equipment from the Company.

The "Contract" means a contract Signed by the Hirer and receipt by Oakwood Services (UK) Ltd of a £100 + VAT (or any such value that may be agreed) non-returnable payment and (where the Hirer is a Business) a Purchase Order from the Hirer which incorporates these conditions and any special conditions detailed in the Order made between you and us for the Hire of the Equipment, the provision of Services and/or the Sale of Products.

The "Equipment" means all static, mobile and modular loo systems, showers, other mobile or unit facilities and Equipment fixtures and fittings including pipes, pumps, tanks, etc.

The "Hire Period" means the period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events (i) you return the Equipment to our possession, or (ii) we repossess or collect the Equipment.

"Services" means the services and/or work (if any) to be performed by us for you in connection with the hire of Equipment, including any delivery and/or collection service for the Equipment.

"Product" means the products sold by us to you and includes any custom fixtures and fittings specified by you and contained in our Quotation.

"Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riot, civil commotion, malicious damage, explosion, terrorism, government actions and any other similar events.

Basis of Contract

These conditions shall be incorporated in all Contracts and shall be the sole conditions under which the Hire of Equipment, provision of the Services or the sale of the Products takes place. All other terms, conditions and other representations are excluded from the Contracts between you and us including any terms and conditions which you may purport to apply under any Contract and these terms and conditions shall prevail.

Our employees or agents are not authorised to make any representations concerning the Equipment and/or Products 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 Products which is not confirmed in writing is followed or acted upon entirely at your own risk.

The Contract shall become binding when you have been issued with a Booking Confirmation and/or Deposit Invoice and/or signed and returned an Oakwood Services (UK) Ltd Booking Form and Contract on which you have confirmed that you have read and understood these terms and conditions. A payment will be due on booking (see **Payment** below). An invoice will be raised by the Company as Confirmation of the Booking. Any subsequent changes by the Hirer must be made in writing to the Company. All changes to Contract will be acknowledged in writing by the Company to the Hirer.

You shall obtain and comply with all permissions, consents and licences required for the Equipment under any statute, regulation and bylaw.

The Equipment is hired subject to it being available for hire at the time you request it. We will not be liable for any loss suffered by you as a result of the Equipment being unavailable for hire for whatever reason.

Title

All Equipment and accessories remain the property of the Company at all times.

The Hirer 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 legal instrument or private arrangement whatsoever shall be exercised whereby another person or legal entity other than the Company shall acquire any lien or rights whatsoever in connection with the Equipment.

The Hirer will not sublet or rehire the Equipment without authorised written permission of the Company.

The person making the contract warrants that he has the authority of the Hirer to make this Contract on the Hirer's behalf and hereby agrees to indemnify the Company against all losses and costs that may be incurred by the Company if this is not so.

Hire Charges

All charges covering Equipment and Services including delivery and collection for the period of hire and maximum numbers utilising the Equipment are stated in our Quotation that is based on the information provided by the Hirer. All times quoted or stated for delivery/collection are approximate only.

Any additional expenses incurred by the Company in delivering or collecting Equipment or attempting the same will be paid by the Hirer.

Where carriage charges are quoted by the Company such charges will include only the time required to load or unload alongside the Company's vehicle at the address specified by the Hirer. The Hirer will pay for any additional time or attendance.

The Hirer or his agent will be required by the Company to examine and sign for the receipt of the Equipment on delivery. Where this is not possible or convenient the Hirer or his Agent must examine the Equipment at their earliest convenience. The effect of such examination shall be as though the Hirer or his Agent had signed for the Equipment on delivery.

Payment

The Hirer will pay all sums due to us under this Contract in cleared funds of UK Pounds without any set-off, deduction, counterclaim and/or any other withholding of monies.

Prompt payment under a Contract shall be of the essence. UK payments can be made electronically direct to our Bank or by cheque. International payments can be made electronically direct to our Bank in UK Pounds for the total shown in the Quotation without deduction for charges or exchange rate fluctuations of any kind.

Where a Credit Account has not been granted Bookings will be confirmed on receipt of a signed Oakwood Services (UK) Ltd booking form or via Oakwood Services (UK) Ltd Confirmation Email at which point a non-returnable deposit of £100 + VAT for trailers or 25% + VAT for vacuum loos (or any other amount as agreed) payment in cleared funds will be due. The Final Payment in cleared funds of the Quotation amount (including VAT) is to be paid not later than 14 days prior to the Event start date.

If the Booking is made within 45 days of the Event start date 100% payment in cleared funds of the total amount (including VAT) as given on the Quotation is required at the time of booking.

Where a Credit Account has been granted we will set a reasonable Credit Limit for you.

Bookings will be confirmed on receipt of a written Order.

Termination, Suspension, Cancellation and Late Payment Charges

We reserve the right to Suspend or Terminate the Contract if cleared funds for an earlier stage payment have not been received.

The Company shall be entitled to Terminate the Contract immediately and to repossess the Equipment or part thereof if at any time the Hirer is in breach of this Contract or if any act or proceeding in which the Hirer's solvency is commenced.

If the Hirer is an individual or partnership, you have a bankruptcy petition presented against you or compound with or come into an arrangement with your creditors, whether into an individual voluntary arrangement or suffer any similar action in any jurisdiction.

If the Hirer is a Company, you enter into voluntary or compulsory liquidation, have an administrator or an administrative receiver appointed over all or any of your assets or compound with or come into an arrangement with your creditors or enter into a Company voluntary arrangement, any attachment order is made against you, any distress, execution or other legal process is levied on any of your property or you suffer any similar action in any jurisdiction.

If you have circumstances in which we reasonably believe that any of the events mentioned above is about to occur and we notify you of this belief.

If you appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Contract.

If any of the events above occurs in relation to you then we may withhold the performance of any Hire and/or Services and cease any Services in progress under this and/or any other contract between you and us.

Such Termination shall not affect the right of the Company to recover from the Hirer any monies due under this contract or damages for breach thereof.

If at any time after Confirmation/Issue of deposit invoice of the Booking by the Company the Hirer Cancels or Terminates the Booking in writing the Company may retain any amount paid by the Hirer subject to the following. A Hirer cancelling a Booking within 90 Days of the Event start date will be subject to a 100% Cancellation Charge.

Cancellation between 91- 120 Days of original Booking Confirmation date will incur a 70% Cancellation Charge and greater than 120 Days or the original date of Booking Confirmation a 25% Cancellation Charge.

Any balance due to us under a cancellation is due within 14 days.

Without prejudice to any of our other rights, if the Hirer fails to make any payment on the due date we may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of

Commercial Debts Regulations 2002 and/or to suspend further Services to the Hirer or any of the Hirers' Associated Companies or Agents.

Insurance and Responsibility for Loss, Stolen or Damaged Equipment

The Hirer agrees to take adequate and proper measures to protect the Equipment from theft, damage, fire and/or other risks.

The Hirer agrees to pay the Company the full replacement cost of any Equipment, which is lost, stolen or damaged beyond economic repair and should insure the goods on this basis. Recommended insurance values for equipment hired are available upon written request by the Hirer.

All monies received by the Hirer from the insurance Company or from any other source in settlement of any claim relating to the loss, theft, or damage of the Equipment shall to the extent that any payment is due to the Company under this condition be held in trust by the Hirer and paid to the Company on demand. The Hirer shall not compromise any claim without express consent of the Company.

The Hirer agrees to pay to us our costs which we may incur in tracking or recovering any lost, stolen or damaged Equipment.

Personal Injury/Liability Cover

It is the Hirer's responsibility to have Insurance cover for personal injury/liability in relation to their Guests.

Equipment and Liability

The Hirer's responsibility for the Equipment commences on receipt of the Equipment by the Hirer or his agent or on delivery as requested and ends when the Company is in possession of all the Equipment in accordance with the booking confirmation or any subsequent changes acknowledged in writing by the Company to the Hirer.

The person making this Contract and Hirer jointly and severally undertake to ensure that no-one uses the Equipment who is not properly instructed in its safe and proper operation, and to ensure that every user is in possession of instructional material (if any) supplied by the Company and will not allow the Equipment to be misused.

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

The Equipment must be returned to the Company in the same condition as it was when it was delivered to the Hirer (except for wear and tear resulting from reasonable use). The Hirer accepts full responsibility for the care, safekeeping and return in good order of the Equipment.

The Hirer will pay to the Company all costs incurred by the Company in rectifying the condition of any Equipment returned damaged and a charge equating to the financial loss to the Company until such rectification is complete. Failure to leave the Equipment in a good condition and requiring remedial cleaning services in order to return the Equipment to a condition fit for re-hire will incur a minimum cleaning fee of £100 plus VAT. The final amount will be paid by the Hirer to the Company within 14 days.

Likewise, if any damage (excluding wear and tear resulting reasonable use) is caused to the floor of the Equipment in order to return the Equipment to a condition fit for re-hire the Hirer shall be liable to pay the Company a fee of £995 plus VAT within 14 days to cover making good the damage.

Such damage may include but is not limited to cigarette burns caused by smoking in the Equipment, damage caused by guests wearing unsuitable footwear (for example golf spikes or football boots).

The Company accepts no liability whatsoever in respect of Third Party claims or for consequential Loss or Damage of any kind and the Hirer shall indemnify the Company against Third Party claims unless such liability be caused by faulty materials or workmanship or negligence on the part of the Company.

The Company accepts no liability whatsoever in respect of any malfunction of the Equipment if the duration of the hire or numbers utilizing the Equipment exceeds that stated on the Quotation.

The Company accepts no liability whatsoever in respect of any malfunction of the Equipment due to weather conditions – such conditions include but are not limited to rain, hot or cold weather or flooding etc.

The Hirer shall indemnify the Company and be responsible for all expenses involved arising from any breakdown, willful damage and any loss incurred by the Company due to negligence loss and/or misuse of the Equipment by the Hirer or persons using the Equipment on a time and replacement cost basis currently in use by the Company at the time.

The Hirer will keep himself acquainted with the state and condition of the Equipment and ensure that it remains safe, serviceable and clean. Any breakdown or unsatisfactory working of Equipment must be immediately notified to the Company. The Hirer will be supplied with an emergency call-out number on which to contact the Company. If the Company is not contacted at the time of the problem compensation claims will not be entertained. Under no circumstances will the Hirer repair or attempt to repair the Equipment unless authorized by the Company. The Equipment must be returned to the Company's premises for examination except where examination elsewhere has been mutually agreed. If the Equipment is involved in any accident resulting in damage to the Equipment or other property or injury to any person the Hirer will notify the Company immediately.

Smoking

No smoking is allowed in the Equipment. It is the Hirer's responsibility to ensure that their guests comply with this requirement.

The Site

For trailers, the hire charges are based on the assumption that the site is flat level and solid with suitable access route for associated motor vehicle(s) to enable the delivery and collection of the Equipment with unrestricted entry and approach. If the site is not suitable it is the Hirer's responsibility of your cost to supply and lay timbers or appropriate temporary foundations in a suitable position for loading and unloading and a clear level to site for the Equipment to rest on. The Hirer also warrants that the vehicles and Equipment belonging to the Company will have suitable access free from all overhead obstructions including, but not limited to, trees, hedges and bridges and without buried pipes or other concealed services that may suffer damage occasioned by the transport, use, erection/installation and/or dismantling/removal of the Equipment.

The Hirer will be responsible for the supply of boarding or tracking to assist with siting and de-rigging.

The Hirer will pay for any lifting or special apparatus required for the siting of the Equipment.

One hour on-site time is allowed for each delivery and collection.

If any Services are delayed, postponed and/or cancelled due to your failure to comply with your obligations under the Contract, 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, except where the delay is due to Force Majeure. Current rate of £40 plus VAT per hour per employee will be charged without prejudice.

The Company will not be responsible for any making good or repair of damage to the site howsoever caused. The Company is not responsible for any damage caused by or as a result of bad weather conditions.

Where the Hirer has agreed to position the Equipment in a specific location, the Hirer must have an authorised representative available at the time of delivery to instruct the Company regarding that position.

Equipment must not be re-positioned or removed from any site originally specified by the Hirer or from any subsequently authorized site without the authority of the Company.

Electrical Supply and Equipment

It will be the Hirer's responsibility at all times to arrange and pay for a suitable supply of electricity for use with the Equipment.

The Hirer will be responsible for complying with the requirements of the Electricity at Work Regulations 1989, during the Hire period.

Where the Equipment is electrical in part or in whole it should only be used with plugs and/or sockets as fitted by the Company. If any electrical modifications are required they must first be authorised in writing by the Company and carried out by a qualified Electrician who must also re-instate it to its original condition before the Equipment is returned.

Rights of Access

The Hirer hereby authorizes the Company (upon production of this document) to enter upon any land or premises wherein the Company reasonably believes any Equipment or any part thereof to be and in so far as the Company in its absolute discretion deems necessary to inspect test repair replace or repossess the same.

Rights Reserved

Nothing in this Contract shall affect the statutory rights of the Hirer or purport to exclude any liability of the company which may not be excluded under the unfair Contracts Terms Act 1977 or any statutory modification thereof.

Any failure by the Company to enforce any or all of these conditions shall not be constituted as a waiver of any of the Company's rights hereunder.

Should any term of this contract be held invalid such invalidity shall not affect the validity of the remaining terms. Headings in these conditions are for reference purposes only and shall not affect the interpretation of these conditions.