

Terms & Conditions

NOTE TO CUSTOMERS:

This Agreement is a claim for payment under the Building and Construction Industry Security of Payment Act 1999

1. Interpretation of Words in this Agreement:

Charges - All of the amount listed in Clause 3.2

Commencement - The latter of the date set out in Schedule 1 hereto on the front page or the time of delivery of the Unit to the Customer.

The Unit - The Trailer, being described as Make "Ensuite", Model No. VAN04A, Variance VAN, Shape VNT.

Hire Fees – The amount referred to in Clause 3.1.

Hire Period - The period from Commencement until the Unit is returned to the Hirer.

NOTE TO CUSTOMER: You are responsible for the Unit until:

- (a) the Hirer takes actual possession thereof pursuant to Clause 2.5; or
 - (b) the Hirer acknowledges in writing its actual resumption of possession of the Unit.
- The Hirer** - The Company listed in Schedule 1 of this Agreement.

The Property – The address or location at which the Customer wishes the Hirer to install the Unit.

The Customer – the person hiring the Unit from the Hirer.

2. The Hirer's Obligations

The Hirer will;

- 2.1 provide the Unit to the Customer clean and in good working order;
- 2.2 arrange accident damage insurance. That insurance will NOT cover the customer for **any deliberate, malicious or negligent damage caused by the customer, members of the customers family, their servants or agents,** subject to clause 3.2 be responsible for repairing any damage to the Unit caused by the ordinary use of the Unit by the Customer.
- 2.3
- 2.4 re-supply or repair the Unit if it fails to operate properly;
- 2.5 collect the Unit within 5 days of being requested to do so by the Customer.
- 2.6 The Unit will be disinfected and cleaned out by the Hirer on site before removal. Only the Hirer can remove all Electrical leads and any fittings.

3. Payment by the customer to the Hirer

- 3.1 On or before Commencement (or as provided in any Customer's Credit Application with the Hirer), the Customer will pay the Hire Fees, as set forth in the Schedule.
- 3.2 Immediately on request by the Hirer, the Customer will pay:
 - (a) the new list price of any Unit which is for whatever reason not returned to the Hirer (NOTE TO CUSTOMER: You are responsible for loss or theft of the Unit)
 - (b) all costs incurred in cleaning the Unit, **only if the customer has rendered the Unit excessively dirty in the Hirer's reasonable opinion,**
 - (c) the cost of repairing any damage to the Unit caused by the negligence of the Customer or the Customer's agent, or otherwise arising from any breach of this Agreement by the Customer.
 - (d) the amount not covered by the insurance referred to in clause 2.2

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- (e) stamp duties, Goods and Services Tax, any other taxes or duties and all tolls, fines, penalties, levies or charges payable in respect of this Agreement and the hiring,
- (f) all costs incurred by the Hirer in delivering and recovering possession of the Unit,
- (g) a late payment fee calculated daily at 10% per month on all unpaid Charges.
- (h) any expenses or legal costs (including commission payable to a commercial agent) incurred as a result of the failure of the Customer to pay any Charges when due,

4. Other Obligations of the Customer

The Customer will:

- 4.1 satisfy itself at Commencement that the Unit is suitable for its purposes,
- 4.2 operate the Unit safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instructions whether supplied by the Hirer or posted on or in the Unit.
- 4.3 Indemnify the Hirer for all damage caused to persons and property in relation to the Unit and its operation and have insurance cover **for** any legal liabilities incurred as a result of the use of the Unit.
- 4.4 ensure that all persons operating the Unit are suitably instructed in its safe and proper use.
- 4.5 comply with all occupational health and safety laws relating to the Unit and its operation.
- 4.6 **fair wear and tear excepted**, be absolutely responsible for any damage done to the Unit whilst in their possession. And additionally must pay for any loss of income associated with downtime while the Unit is unavailable for rental due to said damage.

The Customer will NOT:

- 4.7 tamper with, damage or repair the Unit,
- 4.8 remove any electrical leads, hose fittings or like accessories from the Unit at the site of the Customer upon which the Customer has used the Unit.
- 4.9 lose possession of the Unit,
- 4.10 rely upon any representation relating to the Unit or its operation other than those contained in this Agreement,
- 4.11 dispose of or flush down the toilet of the Unit any sanitary product.
- 4.12 move the Unit nor allow his agent nor any other person to move the Unit for any reason whatsoever. Should the Unit need to be moved, or otherwise relocated then the Customer shall notify the Hirer who will within five working days organise and complete the removal or relocation within the property described in the Rental Agreement. The cost of any such relocation shall be at the expense of the customer.
- 4.13 will not allow the introduction to the plumbing system in the Unit materials other than water, human waste, soap, shampoo, toilet paper and detergent. **Specifically no sanitary products or like matter shall be introduced to the plumbing system.** To do otherwise may block, damage or destroy the Macerator pump within the Unit. Any costs associated with the repair or replacement of the macerator pump or incidental thereto shall be solely the responsibility of the Customer.
- 4.14 The Customer will not claim and cannot recover from the Hirer compensation for any damages (including for consequential loss) arising in respect of this Hire Agreement or the hiring or the use of the Unit.

5. Breach of Hire Agreement by Customer

If the Customer breaches any clause whatsoever of this Agreement, or becomes bankrupt or insolvent or ceases business, then:

5.1 The Hirer shall be entitled to

- (a) terminate this Agreement, and/or
- (b) sue for recovery of the Charges, and/or
- (c) repossess the Unit (and is authorised to enter the Customer's premises to do so);

5.2 The Customer must pay for any repairs to the Unit despite Clause 2.4

6. No Warranties

All warranties and conditions are excluded to the full extent permitted by law and the Hirer's only obligation resulting from a breach by it of any condition or warranty is limited to the supplying of the Unit again or to the repair of the Unit.

7. Disputes

If a dispute arises relating to this Agreement, the hiring or the use of the Unit (except in regard to the payment of Charges), the parties agree to negotiate to settle the dispute before any litigation is commenced.

8. Privacy

The Hirer will comply with the National Privacy Principles in all dealings with customers.

9. Notices

Unless otherwise notified and acknowledged in writing, any notice will be sufficiently served if posted to or left at the address set forth in the Schedule.

10. No waiver or variation of the terms of this Agreement shall be of any effect unless and until the same has been duly acknowledged in writing by both the Parties hereto.

Client Information for “Bathroom on Wheels”

Things to do whilst hiring our Bathroom on Wheels

1. Leave fan on whilst showering and for 5minutes after showering
2. Call us if the Bathroom malfunctions in any way
3. Clean and sanitize the bathroom on a regular basis **and before the bathroom hire is picked up.** (Cleaning charges may apply)
4. Please ensure children are supervised at all times
5. Too much toilet paper will block the macerator pump. A courtesy flush may be required for solids
6. Two ply toilet paper only to be used, **three ply toilet paper will block the pump which means a service call of \$220.00. This is to be paid by the client using the toilet not the company who has hired the bathroom on behalf of the client**

Things not to do whilst hiring our Bathroom on Wheels

1. Do not flush anything other than human waste and toilet paper down the toilet. (No tissues, paper hand towels, chux super wipes, baby wipes etc
2. Do not use any harsh or abrasive cleaning products or agents on or in the bathroom
3. Do not disconnect any of the three(3) services required to operate the bathroom as this will stop the bathroom from working and could cause a malfunction, if this is done and a malfunction occurs then a service call will be charged if we are required to attend the site
4. Do not hang towels (wet or dry) over the heater
5. Do not use three ply toilet paper, three ply toilet paper will block the pump which means a service call of \$220.00, see number 6 above

Please note that any damage done to the bathroom whilst in your care is your responsibility. Insurance excess for each bathroom is \$1000.00. This excludes normal wear and tear.

Kind regards
Sydney Bathroom Hire
Management