

PSE Terms of Hire

1 Interpretation

1.1 In these Terms :

you 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, ours (PSE member)

Equipment means the equipment which we hire in accordance with these Terms.

Terms means the terms of hire set out in this document and includes any special terms agreed in Writing between you and us.

Contract means the contract for the hire of the Equipment by you from us.

Writing includes, facsimile, electronic transmission and comparable means of communication.

Site the location where the Equipment is delivered or otherwise initially located by you

Service Day the day when toilet units are scheduled for cleaning

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

1.3 These conditions do not affect any of your statutory rights where you are a person dealing as a consumer, not for business purposes. Any clause which would otherwise exclude or restrict your rights as a consumer will, to that extent have no force or effect. In particular, where you deal as a consumer Term 9 does not apply to you.

2 Basis of the hire

2.1 We shall hire to you the Equipment in accordance with these Terms which shall govern the Contract. These Terms are binding and the Contract comes into existence once we accept your order.

2.2 No variation to these Terms shall be binding unless agreed in Writing.

2.3 Our employees or agents are not authorised to make any representations concerning the Equipment unless confirmed in Writing and any advice or recommendation given by us to you as to the storage, application or use of the Equipment which is not confirmed in Writing is followed or acted upon entirely at your own risk.

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

2.5 We reserve the right to provide Equipment similar or comparable to that ordered by you.

2.6 We can only take responsibility for the fitness of the Equipment for your requirements if you supply us with full and correct information and if you comply with our written recommendations.

3 Ownership and period of use

3.1 The Equipment shall at all times remain ours. Unless otherwise agreed in Writing you must not sell, sub hire or otherwise dispose of or abandon the Equipment.

3.2 If you are not a limited liability company or local or similar authority then the maximum period of hire is three months and the Equipment must be returned to us before this period expires.

4 Hire charges

4.1 The hire charges and dates when they are due for payment are as stated in the Contract or as otherwise agreed in Writing with us.

4.2 The hire charges shall commence on the date stated on the acknowledgement of order, delivery ticket or if no such date is stated the date upon which the Equipment is made available for collection by or delivery to you.

4.3 The hire charges shall continue and be payable for all days (including bank and statutory holidays, Saturday and Sunday) until:

4.3.1 If agreed in Writing by us to be for a fixed period duration; upon expiry of that period; or;

4.3.2 in respect of an *off-hire* either:-

4.3.2.1 the collection of the Equipment from Site or;

4.3.2.2 seven days from acknowledgement of off-hire in Writing being received by us and an off hire number being allocated and notified to you by us, whichever is the earlier, or;

4.3.2.3 where the provisions of clause 4.3.1 and this clause 4.3.2 do not apply;

4.3.3 either party giving to the other notice in Writing of not less than seven days, such expiry not to be earlier than the end of the minimum period of the Contract as stated in the acknowledgment of order or contract

4.4 If you do not have an account with us, you must pay us when you place your order, or, if we have agreed this with you in Writing, when the equipment is delivered. Where you hold an account with us sums must be paid to us in accordance with the terms of the account held.

4.5 Where you dispute any amount that we have invoiced you, you must notify us of this within 21 days from date of the invoice. If you fail to do this, the invoice will be deemed to be correct unless you obtain information after this period which shows that this is not the case.

4.6 If payment is not made when due we may charge you interest on the amount unpaid, at the rate of 4 per cent per annum above National Westminster Bank Plc's base rate until payment in full, to include any further costs incurred, is made.

5 Termination of Hire

5.1 If you:

5.1.1 expressly or implied repudiate the Contract by refusing or threatening to refuse to comply with any of its provisions: or

5.1.2 fail to comply with 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

5.1.3 convene any meeting of creditors or pass a resolution for winding up or suffer a petition for winding up: or

5.1.4 have an administrative receiver or receiver appointed over the whole or part of your assets or suffer the appointment of an administrator: or

5.1.5 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 Agreement with immediate effect and repossess any or all of the Equipment the subject of this Contract or any other contract between you and us.

6 Delivery and location

6.1 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 on a Service Day. You will pay extra for a delivery or collection on a non Service Day.

6.2 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 vehicle and Equipment to be delivered, collected, serviced, loaded or unloaded alongside the delivery vehicle.

6.3 You will be liable for any costs or expenses to us arising from failure to provide such access. You will pay extra 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.

6.4 Our driver shall be deemed to be acting under the instruction of you or your agents when on Site unless agreed otherwise in Writing.

6.5 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.

6.6 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.

6.7 Equipment must not be removed from the Site without our written authority or from any Site we subsequently authorise.

6.8 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 or replacement.

7 Use, Maintenance and repair

7.1 The Equipment must be:

7.1.1 properly maintained and kept in good order and condition at all times by you;

7.1.2 used in accordance with any relevant instructions, procedures, permissions, licenses, consents or statutory regulations;

7.1.3 properly supervised where the young, elderly or mentally or physically disabled (whether temporarily through drink or drugs or otherwise) are or are likely to use the Equipment and if you fail to abide by this

