



## **Important Information**

Please read the following information regarding your booking.

### **TRANSPORT**

Unless we have agreed a special plan, our prices are for weekday delivery/collection during working hours. We will confirm your delivery slot by email 3 working days prior to your event and will whisk everything away within 3 working days after your event.

### **DELIVERY AND SET-UP OF UNITS**

We allow 1 hour on site for set up, so please have a Plan A and Plan B to allow for bad weather or access issues as we can't be responsible for any damage on site. Units need to be positioned within 10m/30ft of our vehicles too and can only be moved by the Little Rooms team.

### **POWER**

Not required for any plastic units. All luxury trailer toilets require 13 or 16-amp power supply and we provide all cabling. If unsure, please contact us.

### **LIABILITY INCLUDING DAMAGE AND THEFT**

Equipment is your responsibility from delivery through to collection. We try not to, but extra charges apply for items that are returned to us damaged, lost or in an excessively dirty condition. There have been increased cases of theft of portable toilets in recent years, please be aware that it is your responsibility as the Hirer to pay the full replacement cost for stolen units.

### **INSURANCE**

We strongly advise that you get insurance cover for all hire items once you confirm your booking as you will be liable for any items that are lost, damaged or stolen. The Insurance Value for the replacement cost of all equipment is shown in our full Conditions of Hire.

### **COVID-19**

All staff have received additional training to achieve our 'Good to Go' COVID-safe status along with additional PPE and we continue to work closely with our industry bodies to lead best practice. If you are in any way concerned or would like a copy of our COVID-19 guidelines, please contact the team on 01425 899095.

### **HIRE DATES**

Contracts are based on the hire start/end dates as shown on your booking confirmation.

### **VAT**

Our prices are subject to whatever the standard VAT rate is at the start date of your contract and not the VAT rate at the time of booking.



## **CANCELLATION**

Deposits are non-refundable and if you cancel within 30 days of your event date you will be charged for the full agreed contract value. Any refunds will be considered in exceptional circumstances only.

## **COVID-19 CANCELLATION**

If your event is unable to go ahead as a result of Government restrictions due to COVID-19 on the date of your event, please contact us to discuss the options available to you.

## **EMERGENCIES**

Please don't panic—just call our office on 01425 899095 for details of how to contact our On-Call Engineer outside of working hours.

## **T&C's**

All bookings are subject to our full Conditions of Hire\*\*



#### Luxury Little Rooms – Conditions of Hire

##### **General**

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

##### **Definitions**

The "Company" means Luxury Little Rooms or their sub-contractors and agents. Luxury Little Rooms is a trading name of Drainline Services Limited.

The "Hirer" means the person, persons or their representative hiring the "Equipment" from the "Company".

The "Equipment" means luxury mobile toilet units and equipment including all fixtures and fittings.

##### **The Site**

The hire charges are based on the assumption that the site is flat and level and solid standing with suitable access for the "Equipment" and associated motor vehicle(s).

The "Hirer" warrants that the vehicles and "Equipment belonging to the "Company" will have suitable access free from all overhead obstructions, trees, hedges etc. and without buried pipes or other concealed services that may suffer damage due to the transport, use, erection/installation and/or dismantling/removal of the "Equipment".

The "Hirer" shall be responsible for providing a suitable 240 v power supply for the "Equipment"

##### **The Equipment**

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" on a time and replacement cost basis currently in use by the "Company" at the time.

##### **Liability**

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 is 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 utilising the "Equipment" exceeds that stated in the Confirmation.

The "Hirer" is responsible for insuring items & additional charges apply for items damaged, lost or returned in an excessively dirty condition

You shall be responsible for and hereby indemnify us against any damage sustained to the Equipment during the Hire Period (and any extension thereof) and such period until the Equipment has been collected by us.

You will indemnify us against any and every expense, liability, financial loss, claim or proceedings whatsoever and in respect of any death or personal injury whatsoever or damage to or loss of property whatsoever arising out of the delivery, use, non-use, repossession, servicing, collection or return of the Equipment or any part of it. This indemnity will be reduced in proportion to the extent that such expense, liability, financial loss, claim, proceedings, death, personal injury, damage to or loss of property is due to our negligence.

You accept that it is your responsibility to safely secure the Equipment at the Site to prevent it from falling over or otherwise causing damage (including to third party property). We will not be liable for any damage caused by the Equipment to any property (whether such property belongs to a third party or otherwise) whilst it is at the Site.

In the event of an accident involving the Equipment and in respect of any claim not within your agreement to indemnify us as set out in the Conditions you shall

(a) not make any admission of liability

(b) notify us as soon as reasonably practicable and in any event within 24 hours of the occurrence of the accident; and

(c) supply such information and assistance in connection with the accidents as we may require.

You will hold upon trust for us on demand all money you receive from any insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the Equipment.

You will pay us all costs we incur and rectifying any Equipment returned damaged or unclean. Additionally, you will pay for our financial loss until such rectification is complete.

For insurance valuation: - 3 +1 unit is £27,000.00, 2+1 Unit £25000.00, 1+1 unit £14000.00, Comfort Room £1500.00, Single Portaloo £600.00, 2Bay Shower £15000.00 6Bay Shower Unit £25000.00



## YOUR OBLIGATIONS AND RESPONSIBILITIES

### THE UNITS MUST BE LOCKED WITH THE KEY PROVIDED AT THE TIME OF HIRE OVERNIGHT AND ALL TIMES WHEN NOT IN USE DURING THE PERIOD OF HIRE

The "Hirer" shall not move the "Equipment" from the site or position it was delivered or consigned to without the agreement of the "Company".

All of the "Company's" units are re-circulating water-based chemical toilets and the "Company" shall hold no responsibility for any accidental damage or cleaning required as a result caused by these chemicals.

The Equipment must be returned to the "Company" in the same condition as it was when it was delivered to the "Hirer" (except for reasonable wear and tear resulting from reasonable use). Failure to leave the Equipment in a good condition resulting in repair or replacement of any fixtures, fittings or any costs incurred from negligent behavior shall be paid by the "Hirer" to the "Company". Additional cleaning services will also incur an Additional Cleaning fee to be paid by the "Hirer" to the "Company".

### No smoking is allowed in the Equipment.

Under no circumstances should the "Hirer" or any other person's place candles, naked flames or any flammable devices in the toilet unit(s).

It is the Hirer's responsibility to ensure that their guests comply with this requirement.

If any damage (excluding reasonable wear and tear resulting from reasonable use) is caused to the floor of the Equipment the Hirer shall be liable to pay the Company a fee of £1000.00 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)

In the event of an accident involving the Equipment and in respect of any claim not within your agreement to indemnify us as set out in the Conditions you shall:

- (a) not make any admission of liability
- (b) notify us as soon as reasonably practicable and in any event within 24 hours of the occurrence of the accident; and
- (c) supply such information and assistance in connection with the accidents as we may require.

You will hold upon trust for us on demand all money you receive from any insurance company or from any other source in settlement of any claim relating to the loss, theft or damage of any of the Equipment

You will pay us all costs we incur and rectifying any Equipment returned damaged or unclean. Additionally pay for our financial loss until such rectification is complete.

In extreme cold weather, the "Company" shall not be held liable for the "Equipment" not working due to frozen temperatures that may affect the unit's operations. In this event, the "Company" must be contacted immediately by the Hirer. The "Company" will supply necessary support and instructions to overcome any issues as soon as is reasonably possible.

## WARRANTIES AND OUR LIABILITY

We warrant that the Equipment is in good working order.

Should any defect occur in the Equipment, other than one for which You are responsible, We will at our option either replace or repair the Equipment (at no charge to You) as soon as is reasonably practicable.

We shall not replace, repair or service any Equipment until any outstanding Charges have been paid.

We shall not be liable to You for defective Equipment if You have continued to use such Equipment after the defect had become apparent or been suspected or should reasonably have become apparent to or been suspected by You.

We shall not be liable to You for:

any delays in availability or delivery (whether or not in circumstances where We have accepted responsibility for delivery) of Equipment caused by matters beyond our control; or

any damage caused to any paving, ground surfaces, vehicles, building or other feature on Site, during delivery, servicing or collection, whilst acting under the instruction of You or Your agents or where delivery is made without instruction in accordance with Condition 8.9; or

any loss or damage arising from where only cold-water facilities are provided as part of the Equipment and You have not, for any reason whatsoever, complied with Your responsibility under Condition 11.5.

Other Terms and Limits on Liability

\* Subject to Condition 14.5, all warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

We do not limit or exclude our liability for:

death or personal injury resulting from our negligence

fraud or fraudulent misrepresentation; or

any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

. \* Subject to Condition 15.4, if We are found liable in respect of any loss or damages to Your property the extent of our liability will not exceed the retail cost of replacement of the damaged property or £5,000,000, whichever is the lesser. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

We will not have any liability to You for any:

\* loss of profit

\* consequential losses (including any loss of profits and/or damage to goodwill);

economic and/or other similar losses

special damages and indirect losses

business interruption, loss of business and/or opportunity

delay in availability or delivery (where We are responsible for delivery) of the Equipment.



If you are a Consumer, We only supply the Equipment and/or Services for domestic and private use. You agree not to use the Equipment and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Subject to \*conditions above; Our total liability to You (including any liability for the acts or omissions of Our employees, agents and subcontractors) under and/or arising in relation to any Contract shall not exceed 5 times the amount of the Charges for the Equipment under the Contract or the sum of £1,000 whichever is the higher. If any liability of Us to You would be met by any insurance that We hold then our liability shall be extended to the extent that such liability is met by such insurance.

\* Each of the limitations and/or the exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

liability for breach of contract

liability in tort (including our negligence);

liability for breach of statutory duty; except set out in the conditions above\*, which shall apply only once in respect of all of these types of liability.

#### **HIRE CHARGES AND PAYMENT**

The hire charge, delivery and collection charges for the "Equipment" are as specified in the Order Confirmation.

The period of hire and maximum numbers utilising the "Equipment" is as stated in the Order Confirmation.

Bookings are only accepted and confirmed on receipt of non-refundable deposit per unit, per event.

The "Company's" methods of receiving payments shall be clearly highlighted on the order confirmation and invoice.

Once a booking has been agreed with the "Company" and the "Company" is in receipt of the "Hirer's" deposit an order confirmation shall be issued and sent to the "Hirer" with the "Company's" "conditions of hire". The "Company" shall raise and send an invoice within 30 days of the event and payment is due from the "Hirer" strictly no later than 14 days before the event, unless an alternative terms of payment schedule has been agreed between "Hirer" and "Company".

A reminder shall not be sent further to this invoice. In the event of non-payment after this time, the "Company" shall have the right to cancel the booking and apply the cancellation charges as detailed below.

We must ask for your agreement that should you find that cancellation of our service is necessary, then a cancellation charge will be paid by you:

#### **CANCELLATION**

Prior to 30 days before delivery date = Booking fee

30 days or less before delivery date = 100% of total contract price.

Final delivery of the unit is subject to full payment of all hire costs received no less than 14 days prior to event.

#### **FORCE MAJEURE**

Neither party will be liable to the other for breach of these Conditions caused by circumstances beyond the reasonable control of the other party, including, but without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials (a Force Majeure Event).

If a Force Majeure Event continues for a continuous period in excess of 30 days, We shall be entitled to give notice to You to terminate the Contract with immediate effect.

#### **CONTACTING US**

If you have any general queries about the Contract or the Equipment you can contact us at any time during standard office hours using our office number 01425 899095 or via email [hire@luxurylittlerooms.co.uk](mailto:hire@luxurylittlerooms.co.uk)

Please be aware that all calls made or received to or by us to our office number are recorded for training & administrative purposes.

Where these Conditions specify that you must contact us in writing you must write to us at our registered office address, which is set out below

#### **Address**

Luxury Little Rooms, The Buckman Building, 43 Southampton Road, Ringwood, Hants BH24 1HE

updated  
03/2021