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## PLANT HIRE TERMS AND CONDITIONS (B2C)

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### BACKGROUND:

These Terms and Conditions shall apply:

- A. To the hire of all plant ("the Equipment") from Sweet Pea Toilets LTD. Registered in England under number 09482630 whose registered address is I Paper Mews, 330 High Street, Dorking, Surrey, RH4 2TU.
- B. where the Customer is hiring the Equipment as a "Consumer" as defined in Clause 1 of these Terms and Conditions.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Business"</b>	means any business, trade, craft, or profession carried on by the Customer or any other person/organisation;
<b>"Consumer"</b>	means a "Consumer" as defined by the Consumer Rights Act 2015, that is to say an individual who hires the Equipment for his/her personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>"Customer"</b>	means the customer who is hiring the Equipment subject to these Terms and Conditions;
<b>"Customer Location"</b>	means the location agreed at the start of the Hire Term for the delivery and subsequent collection of any Equipment to and from the Customer by the Company in accordance with Clause 6 of these Terms and Conditions;
<b>"Deposit"</b>	means the sum payable by the Customer under Clause 4 of these Terms and Conditions and as set out in the Hire Agreement;
<b>"Equipment"</b>	means the plant supplied on hire by the Company to the Customer subject to these Terms and Conditions;
<b>"Hired Personnel"</b>	means any of the Company's employees that are provided to the Customer for the purposes of setting up, driving or operating the Equipment;
<b>"Personnel Fees"</b>	means the fees payable by the Customer for any Hired Personnel;
<b>"Premises"</b>	means the Company's premises from which the Customer may collect certain Equipment and to which it will return it in accordance with Clause 6 of these Terms and Conditions;
<b>"Price List"</b>	means the Company's price list, current at the time of the start of the Hire Term;

- “Hire”** means the hire of the Equipment by the Customer subject to these Terms and Conditions;
- “Hire Agreement”** means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment; and
- “Hire Fees”** means the sum payable by the Customer for the Hire as determined under Clause 5 of these Terms and Conditions.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.a.1 “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 2.a.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 2.a.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  - 2.a.4 a Schedule is a schedule to these Terms and Conditions;
  - 2.a.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
  - 2.a.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

## **2. Information About The Company**

- 1.1 Sweet Pea Toilets LTD
- 1.2 VAT Number: 22456690.

## **3. Hire Term And Extend Contract**

- 1.1 The agreed Hire term will be set out in the Hire Agreement.
- 1.2 If the Customer wishes to extend the Hire term they may do so at any time prior to the end of the Hire term. The Customer must contact the Company to arrange such an extension. Extensions may be made for up to Company needs subject always to the existence of prior reservations made by other customers. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Hire term.

#### **4. Inspection / Service**

- 1.1 At the end of the Hire term the Company shall fully inspect the Equipment upon its collection by the Company. If the Equipment requires routine cleaning, repairs and / or maintenance which is the result of normal wear and tear will be no further charges. In the event that additional cleaning, repairs and / or maintenance is required the Company shall charge in full of damages and shall provide damage list to the Company in writing / email, including all relevant calculations and pricing information.
  
- 1.1 The hire shall at all reasonable times be allowed Company access to Plant to service, repair or replace unit. This will be carried out at time which suits company.

#### **5. Payment Conditions**

- 1.1 Unless a credit facility has been granted by Company to the customer, all hire charges are payable in advance and all other charges are due and payable immediately upon issue of invoice. The customer shall pay all sums due to the Company under contract without delay.
- 1.2 Prompt payment of the invoice shall be of the essence and the Company may terminate contract if the customer fails to comply with the Company payment terms. Payment shall not be deemed to be made until the Company have received either cash or cleared funds in respect of the full amount outstanding.

#### **6. Delivery, Hire and Return**

- 1.1 Equipment requires delivery by the Company, with or without associated Hired Personnel as appropriate. Such delivery shall be made to the Customer Location at an agreed time. [The Company shall use all reasonable endeavours to ensure that delivery is made on time but shall not be liable for any failure to do so.]
- 1.2 The Customer needs to ensure access to site is suitable for the vehicle to deliver plant.
- 1.3 The Customer must be available at the Customer Location at the time of delivery in order to sign for the Equipment. In the event that the Customer fails to comply with the provisions of this sub-Clause 6.4 it shall be deemed to have accepted delivery of the Equipment, assumed responsibility therefor and shall not have the right to subsequently dispute the facts of the delivery.
- 1.4 In the event that the Company is unable to provide the Equipment at the start of the Hire Term the Company shall deliver the Equipment to the Customer at the earliest possible date [at the expense of the Company] or the Company will contact the Customer when the Equipment is available for collection, as appropriate. The total Hire Fees payable by the Customer shall be adjusted

accordingly to reflect the non-availability of the Equipment.

- 1.5 The Company is required by law to provide consumers with goods that are of satisfactory quality, fit for purpose, and in accordance with descriptions, samples, models and other pre-contract information provided by the Company. If the Customer discovers any damage (pre-existing) or fault with the Equipment during the Hire term, the Customer should inform the Company as soon as is reasonably possible. The Company will use all reasonable endeavours to provide a suitable replacement or, if a repair is possible without causing the Customer any inconvenience, the Company will repair the Equipment (or have it repaired). If the Company is unable to replace or repair the Equipment (or have it repaired), or if the Customer would prefer to reject the damaged or faulty Equipment, whether before or after a repair or replacement (if the replaced or repaired Equipment is still damaged or faulty), the Company will offer the Customer a refund equal to the remaining, unused part of the Hire term. Any refund due to the Customer will be made as soon as is reasonably possible, and in any event within 14 calendar days of the date on which the Company agrees that the Customer is entitled to a refund. Refunds will be made using the same payment method originally used by the Customer unless the Customer specifically requests a different method.
- 1.6 Hire Agreement or shall ensure that the Equipment is ready for collection at the Customer Location at the time shown in the Hire Agreement, as appropriate.

## **7. Use and Care of the Equipment**

- 1.1 The Customer may only use the Equipment for the normal purpose for which it is intended.
- 1.2 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.
- 1.3 The Customer may not make any alterations or adjustments to the Equipment beyond those that are already possible within the range of adjustments specific to a given item.
- 1.4 The Customer may only affix or connect other items to the Equipment where such affixation does not exceed the design limitations of the Equipment and is not likely to damage it in any way.
- 1.5 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.
- 1.6 All Equipment which uses accessories or consumables of whatever nature must only be used with official accessories or consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.
- 1.7 All Equipment which requires fuel or oil must only be used with the types specified by the manufacturer of that particular piece of Equipment or such other type as authorised by the Company.

- 1.8 All electrical equipment must only be used with the voltage specific to that piece of Equipment.
- 1.9 All Equipment must be stored in a safe and secure location and shall, where appropriate, be locked and secured at all times when not in use.

## **8. Maintenance**

- 1.1 The Company shall maintain the Equipment to the high specified standards. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work. All Equipment will be fully inspected, cleaned and (where necessary) maintained prior to each Hire.
- 1.2 The Customer shall not attempt to make any repairs to the Equipment. When the Company is contacted in this regard it shall have the option of replacing the Equipment, repairing the Equipment itself, either by recalling the Equipment to its Premises or dispatching Hired Personnel to the Customer Location (such Hired Personnel to be charged for accordingly), or granting the Customer permission to make the necessary repairs. The cost of such replacement or repairs shall be borne by either the Company or the Customer, the responsibility being determined by the reasons for the replacement or repairs.
- 1.3 If parts require replacement during the Hire term the Company shall have the option of supplying such parts to the Customer or supplying replacement Equipment or a suitable substitute (that is, Equipment capable of performing the same tasks as that which it replaces).
- 1.4 Any parts and / or substitutes provided under sub-Clause 9.3 shall be replaced free of charge by the Company provided that such replacement is necessitated by nothing more than normal wear and tear. Additional damage may result in the Customer being charged for the cost of replacement parts, associated labour, and / or the cost of providing substitute Equipment.

## **9. Theft of Equipment**

If any of the Equipment is stolen the Customer must firstly inform the police of the incident, providing all details requested. The Customer must then inform the Company, providing all details of the incident including information provided by the police including, where relevant, the crime reference number.

## **10. Liability and Indemnity**

- 1.1 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.
- 1.2 The Company will not be responsible for any loss or damage that is not foreseeable.
- 1.3 Nothing in these Terms and Conditions seeks to exclude or limit the Company's liability with respect to the Customer's rights as a consumer. For more information on the Customer's legal rights and remedies as a consumer, it is recommended that the Customer contacts their local Citizens Advice

Bureau or Trading Standards Office.

## **11. How We use your personal information (Data Protection)**

- 1.1 All personal information that the Company may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR. For complete details of the Company's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing

## **12. Termination**

- 1.1 The Company shall be entitled to terminate the Hire Agreement in the event that:
  - 1.a.1 the Customer is in breach of these Terms and Conditions;
  - 1.a.2 the Customer has had their personal belongings confiscated in order to satisfy debts; or
  - 1.a.3 the Customer has a receiving order made against them.
- 14.2 In the event of termination for any of the above reasons:
  - 14.2.1 all payments required under the Hire Agreement shall become due and immediately payable; and
  - 14.2.2 the Company shall have the immediate right to collect plant.

## **13. Events Outside of the Company's Control (Force Majeure)**

The Company shall not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond the Company's reasonable control.

## **14. Communication and Contact Details**

The Customer may contact the Company in person between the Company's opening hours by telephone at 01306 631804, by email at [enquiries@sweetpeatoilets.co.uk](mailto:enquiries@sweetpeatoilets.co.uk), or by pre-paid post.

## **15. Complaints and Feedback**

- 1.1 The Company always welcomes feedback from its customers and, whilst the Company always uses all reasonable endeavours to ensure that its customers' experience is a positive one, the Company nevertheless welcomes the opportunity to resolve any complaints.

- 1.2 All complaints are handled in accordance with the Company's complaints handling policy and procedure.
- 1.3 If the Customer wishes to complain about any aspect of its dealings with the Company, including, but not limited to, these Terms and Conditions, the Hire Agreement, or the Equipment, please contact the Company in one of the following ways:
  - 3.a.1 [In writing, addressed to company office.
  - 3.a.2 [By email, addressed to [complaints@sweetpeatoilets.co.uk](mailto:complaints@sweetpeatoilets.co.uk)
  - 3.a.3 [By contacting the Company by telephone on 01306 631804

## **16. Other Important Terms**

- 1.1 The Company may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) to a third party (this may happen, for example, if the Company sells its business). If this occurs the Customer will be informed by the Company. The Customer's rights under these Terms and Conditions will not be affected and the Company's obligations under these Terms will be transferred to the third party who will remain bound by them.
- 1.2 The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Hire Agreement, as applicable) without the Company's express written permission.
- 1.3 The Hire Agreement is between the Customer and the Company. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 1.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 1.5 No failure or delay by the Company in exercising any of its rights under these Terms and Conditions means that it has waived that right, and no waiver by the Company of a breach of any provision of these Terms and Conditions means that it will waive any subsequent breach of the same or any other provision.

## **17. Governing Law and Jurisdiction**

- 1.1 These Terms and Conditions, the Hire Agreement and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 1.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 1.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you

and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.



**[SCHEDULE**

<<insert completed Privacy Notice>>]